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Protest Decision

Matter of: Multi-Dimension Education, Inc.
File No.: 2024-139
Posting Date: June 21, 2024
Contracting Entity: Department of Disabilities and Special Needs
Solicitation No.: 5400026216
Description: Acuity Tool Research

DIGEST

The Chief Procurement Officer (CPO) dismisses the protest of Multi-Dimension Education, Inc. (MDE), challenging the Department of Disabilities and Special Needs' (Department) intent to award a contract to EdMetric LLC as untimely. MDE's protests is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

The facts pertinent to this decision are:

- On March 17, 2022, the Department issued a solicitation for “proposals ... to conduct a peer-reviewed research on assessment instruments and the landscape usage of such instruments specific to the populations served by the” Department and make

recommendations for assessment instrument(s) to be used by the Department. [Exhibit B] This solicitation is hereinafter referred to as the 2022 RFP. The 2022 RFP anticipated the need for a separate procurement for “piloting of the assessment instrument(s)” recommended as a result of the consultant’s research. [Id., p. 18]

- On June 17, 2022, the Department issued Amendment 2 to the 2022 RFP which among other things, answered vendor questions. [Exhibit C] Question and answer 12 stated:

Does being awarded this RFP preclude the vendor from pursuing the evaluation and pilot project RFP related to the instruments and recommendations to be determined for this RFP?

Answer: No, this does not preclude the vendor from pursuing the evaluation/pilot project RFP.

- Both MDE and EdMetric submitted proposals in response to the 2022 RFP. On September 7, 2022, the Department posted a Notice of Intent to Award a contract to EdMetric for the work of the 2022 RFP. [Exhibit D] The contract with EdMetric went final on September 16, 2022. This contract is hereafter referred to as the 2022 Contract.
- Pursuant to its contract, EdMetric reviewed peer-reviewed research on assessment instruments and made recommendations to the Department. [Exhibit E]
- On November 16, 2023, the Department issued this solicitation for the piloting of “a level of need assessment identified by” the Department and associated services. [Exhibit F]
- On January 24, 2022, the Department issued Amendment 1 to the solicitation answering questions submitted by potential offerors. [Exhibit G] Question and answer 1 stated:

Q1. In order for a vendor to propose the best methods and analyses needed, can the State please provide a copy of the identified level of need assessment to be piloted as well as the previous outcomes, testing, and history behind the design and use of the assessment to be piloted?

A1. An assessment tool has been identified by the DDSN but cannot be shared at this time.

The Department's response focused on a literal interpretation of the question, i.e. the vendor asked for a copy of the assessment tool and the Department was unable to provide a copy. From the Department's perspective, since the potential offeror did not expressly ask for the name of the tool, there was no need to provide the name. [Exhibit H, responses of the Department to the protest]

- On April 3, 2024, the Department posted a Notice of Intent to Award a contract to EdMetric. [Exhibit I]
- On April 4, 2024, MDE filed its protest.

DISCUSSION

At the heart of MDE's protest is a claim of organizational conflict of interest.¹ MDE claims that because of its 2022 Contract with the Department, EdMetric had access to information concerning the assessment tool that gave it an unfair competitive advantage vis-à-vis its competitors. The information in question was information about the acuity assessment tool selected by the Department.

A review of the proposals of both MDE and EdMetric provide some insight into this ground of protest. EdMetric's proposal includes an entire section discussing the Missouri Adaptive Ability Scale (MAAS) assessment tool. [Exhibit J, pp 13 – 15] EdMetric's proposal also included an Appendix B providing "additional details on the development and norming of the MAAS." On the other hand, MDE's proposal notes that its recommendation in its proposal is based on the fact that it does not know the acuity assessment tool selected by the Department. [Exhibit K, pp. 19 and 21] In short, the record reflects that EdMetric had a competitive advantage based on

¹ MDE does not use the term "organizational conflict of interest," but does describe an organization conflict of interest as defined in Regulation 19-445.2127.

information gathered during the performance of the work of the 2022 Contract, information the Department failed to share with potential offerors.²

Regulation 19-445.2127(E) sets forth the Procurement Officer's responsibilities regarding organizational conflict of interest. Regulation 19-445.2127(E)(2) states:

The responsible procurement officer shall determine whether the apparent successful offeror has an organizational conflict of interest. The responsible procurement officer shall award the contract to the apparent successful offeror **unless (i) a conflict of interest is determined to exist that cannot be avoided or mitigated.**

[emphasis supplied]

The CPO agrees with MDE that in this case an organization conflict of interest existed that the Department could and should have avoided or mitigated by providing the results of EdMetric's research and its recommendations as a part of the solicitation. The Department failed to do this.

Section 11-35-4210 provides the right to protest and the procedures for protesting. Section 11-35-4210(1)(a) provides that a potential offeror aggrieved by a solicitation or amendment to a solicitation must protest within 15 days of the issuance of the solicitation or amendment, whichever is applicable. Section 11-35-4210(1)(b) provides that an actual offeror aggrieved by the intended award of a contract must provide the CPO notice of its intent to protest within seven days after the posting of the Notice of Intent to Award and must perfect its protest within fifteen days of such posting.

The question of the timeliness of an organizational conflict of interest claim is one that has only been addressed once by the Procurement Review Panel. *In Re: Appeal of Provaliant Holdings, LLC*, Case No. 2017-4(I). In *Provaliant*, the Panel adopted the federal approach.

The general federal procurement rule is that a protest alleging an organizational conflict of interest may be brought after award. *REEP, Inc.*, B- 290688 (Comp. Gen. 2002). However, an

² It is true that the Department answered all questions asked by potential offerors, but whether or not offerors asked question about organization conflict of interest is not relevant to whether an organizational conflict of interest exists, whether that conflict can be mitigated, and, if mitigatable, whether the agency met its obligation to mitigate.

exception to this rule has been recognized where the protestant was advised by the agency that it considers the offeror with the organizational conflict of interest eligible for award. *North Wind, Inc.*, B-404880.7 (Comp. Gen. 2012). In such a case the protestor cannot wait until award to file its protest but must protest before the closing time for receipt of proposals. *Id.*

MDE states in its protest that it assumed that since the Department withheld the results of EdMetric's work from potential offerors, the Department had decided EdMetric was ineligible for award. The CPO finds this assumption unwarranted. Amendment 2 to the 2022 RFP clearly stated that the firm that was awarded that contract would be eligible for award of a contract pursuant to this solicitation. MDE submitted a proposal in response to the 2022 RFP and was aware of or should have been aware of this provision. [Exhibit A, p. 2] In any event, MDE cannot claim ignorance. Further, MDE was not only aware that this solicitation did not preclude EdMetric from participating but was also aware that this solicitation failed to provide any information regarding the results of EdMetric's work, information that could give EdMetric a competitive advantage. Indeed, MDE asked a question seeking to gather this information, but the Department did not respond by providing such information. Knowing this, MDE chose not to protest the solicitation but to wait on the award results. Based on these facts, the CPO finds that MDE should have brought its organizational conflict of interest claim as a protest of the solicitation. Having failed to do so, MDE cannot now raise this organizational conflict of interest claim as a protest of the intended award.

As a part of its protest, MDE observes that the solicitation required offerors to disclose conflicts of interest or unfair competitive advantage in their proposals and wonders if EdMetric complied. A question or wondering does not state a ground of protest. Protestant bears the burden of proof. *Appeal by Intralot*, Case No. 2017-8. Moreover, the Procurement Code provides aggrieved offerors with the opportunity to gather the necessary information to make and support claims through an expedited Freedom of Information Act request process. S.C. Code Ann. §11-35-410(F).

MDE next complains about the Department's answers to offeror questions in Amendment 1 to the RFP. However, any complaints regarding these answers should have been brought as a

protest of the Amendment, not the intended award. MDE's complaints regarding these answers are an untimely protest of the solicitation, and the CPO lacks jurisdiction to consider them.

MDE's final grounds of complaint is another organizational conflict of interest claim. MDE asserts that "Hiring the Assessment Tool Developer Increases Potential for Bias" in the developers favor during the performance of the pilot contract to determine whether the tool meets the Department's needs. When a "business is unable or potentially unable to render impartial assistance or advice to the State, or ... the business' objectivity in performing the contract work is or might be otherwise impaired," that business has an organization conflict of interest. Reg. 19-445.2127(A)(1).³ However, this protest ground is untimely. As discussed above, MDE knew of the "ground rules" for this solicitation before award. It knew that the awardee of the 2022 RFP could participate in this solicitation; knew that EdMetric won that award; and knew the basis for its impaired-objectivity claims when the solicitation was issued. Knowing that EdMetric was eligible for award, if MDE believed an award to EdMetric would create an OCI, it was incumbent on MDE to raise this issue as a protest to the solicitation. *In Re: Appeal of Provaliant Holdings, LLC*, Case No. 2017-4(I).

DECISION

For the reasons stated above, the CPO dismisses MDE's protest.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

³ Per Regulation 19-445.2127(G), the Chief Procurement Officers have adopted procedures and guidance for identifying and addressing organizational conflicts of interests including conflicts such as that alleged here. [[PGL-Organizational Conflict of Interest](#)] In the case of an impaired performance risk, the agency may after analysis choose to accept the risk.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2023)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2023 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

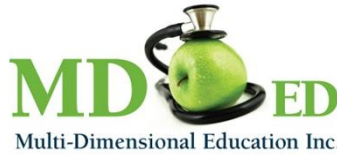
My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.



To: Chief Procurement Officer, Materials Management Office

From: Michael W. Corrigan, CEO, Multi-Dimensional Education Inc.

Date: April 4, 2024

RE: Grounds of Protest and Requested Relief for RFP Solicitation 5400026216

On behalf of Multi-Dimensional Education Inc, the following documents and details an official or “actual” protest of the award provided for RFP Solicitation 5400026216 (Acuity Tool Research). The solicitation 5400026216 was awarded to EDMETRIC LLC on April 3, 2024, for the price of \$230,499.00. Additionally, of interest and consequence, this was the second phase RFP for the South Carolina Department of Disabilities and Special Needs (SCDDSN) acuity tool efforts, and EDMETRIC LLC was also awarded the contract for Solicitation 5400023438 (Consulting Acuity Tool Research) in July of 2022. As the following illustrates and establishes, due to the methods followed and steps taken during the RFP’s development, submission, and review process, evidence establishes a high probability that an unfair competitive advantage was provided to or experienced by EDMETRIC LLC.

Despite the several months of many strange delays related to the RFP’s answers to questions phase, submission due date changes, and extended review efforts, basically due to limited information provided in the RFP and vague or “no” answers to questions submitted pertaining to the RFP, only the SCDDSN and EDMETRIC (a vendor who had performed the work on the State’s previous Acuity Tool development efforts from 2022-2023) actually knew the answers to the questions submitted. Unfortunately, several answers to the questions, information essential to a new vendor understanding what is needed for the RFP (which will be described in detail), were basically not provided to Multi-Dimensional Education Inc and possibly other vendors who submitted a proposal. As a result, with EDMETRIC managing the first acuity tool RFP for SCDDSN, and proposing what tool for SCDDSN to use, EDMETRIC had access to:

- A. the details about the assessment tool to be tested and normed for this RFP,
- B. how the tool is to be administered via a possible paper form or online format,
- C. possible knowledge of who would be doing the administering of the tool to disabled clients (efforts needed to norm the assessment tool), and more.

Such information, answers, and details were not provided by the State to other vendors. Thus, an unfair competitive advantage, whether intentional or unintentional, was established for EDMETRIC, and this document discusses the four grounds of protest below that we appreciate you taking the time to consider and review.

- *Protest Grounds #1: Due to little detail of the acuity tool in the RFP and inadequately answered questions by the State, EDMETRIC was provided an Unfair Competitive Advantage*
- *Protest Grounds #2: Inquiry if EDMETRIC Disclosed Knowledge of Unfair Competitive Advantage*
- *Protest Grounds #3: Evidence that SCDDSN further Amplified an Unfair Advantage*
- *Protest Grounds #4: Hiring the Assessment Tool Developer Increases Potential for Bias*

Please note that we have never submitted a protest to an award we did not receive since our company was started in 2008, and we do not take pleasure in submitting this protest. Helping States support their vulnerable populations related to disabled, aging, at-risk youth in K12 schools, and child welfare is what Multi-Dimensional Education Inc specializes and takes pride in. Our goal was to help the South Carolina Department of Disabilities and Special Needs (SCDDSN) truly test and establish an Acuity Tool that was reliable, valid, and normed to best support their clients with efficient, effective, and accurate determinations to best determine eligibility and services needed. Therefore, if this protest is determined to be a valid request, we hope that we still have an opportunity to work with SCDDSN without any feelings of ill will or animosity.

For the record, we did submit a proposal for the first SCDDSN Acuity RFP in June of 2022, and we were aware that EDMETRIC had been given the award. From the limited information provided within the RFP hardly offering any details on the identified acuity assessment tool recommended or developed by EDMETRIC, and no information being provided to specific questions posed regarding the assessment tool, however, *we assumed that the State would recognize such a possible unfair competitive advantage could exist and thus we assumed EDMETRIC was not pursuing the contract and would be serving as technical support as suggested in the RFP. We assumed this because it seemed rather obvious that one vendor on the inside could not and should not have information that others did not know or were not provided.* All we expected was a fair review and scoring process for this RFP. Yet given we only see one short visit on our website from South Carolina since we submitted our proposal, one might assume the reviewers did not put much effort into exploring our proposal or capabilities.

Important Information Pertaining to the Existing SCDDSN & EDMETRIC Relationship

If you are not familiar with the RFP being protested, as shared in Solicitation 5400026216 released in November of 2023, “The South Carolina Disabilities and Special Needs is soliciting proposals from qualified consultants to pilot an identified level of need assessment instrument in South Carolina among DDSN-eligible individuals receiving

residential services. The pilot will require norming of the assessment instrument for the South Carolina population and those eligible for residential services in South Carolina, coordinating training of assessors for the pilot, ensuring appropriate Spanish translation of the assessment and other activities necessary for pilot implementation, and providing recommendations to ensure the assessment effectively discriminates by level of need to ensure appropriate funding” (p. 4). This solicitation was intended to be the second phase of an effort to norm the “identified” acuity tool and assure it consistently and accurately determines eligibility and needs related to disabled citizens in South Carolina, aka test it out and perform a quantitative analysis to document statistically significant results.

The previous related RFP, however, awarded to EDMETRIC for Solicitation 5400023438 (Consulting Acuity Tool Research) in July of 2022, shared that “The South Carolina Disabilities and Special Needs is soliciting proposals from qualified consultants to conduct a peer-reviewed research on assessment instruments and the landscape usage of such instruments specific to the populations served by the Agency; provide a recommendation to the Agency on assessment instrument(s) to implement based on, but no limited to, criteria such as ease of use, reliability, validity, and comprehensiveness; and the offeror will provide technical assistance during piloting of the instrument(s) to evaluate the instrument(s) in practice” (p. 6). This RFP is where EDMETRIC gained all the knowledge about the acuity assessment tool they developed or “identified” for SCDDSN, as well as past and future efforts to use such a tool across SCDDSN.

Please note, though Solicitation 5400023438 was also awarded to EDMETRIC, we are not protesting Solicitation 5400026216 based on EDMETRIC’s past performance on Solicitation 5400023438 or their reputation or qualifications. **EDMETRIC should have been allowed to pursue this latest RFP, but if they did pursue it, the State should have recognized the shortcomings of not having an external evaluator doublecheck and verify EDMETRIC’s work. The State should have also recognized the potential for an unfair competitive advantage and taken steps to level the playing field.** We are protesting because the most recent Solicitation 5400026216 procedures and actions (or lack thereof) which started in November 2023 provided an unfair competitive advantage to EDMETRIC. Though we understand that turnover took place in SCDDSN, and some personal issues provided additional challenges for SCDDSN which led to delays in responding to questions, unfortunately the numerous delays, steps, and actions taken resulted in the unfair competitive advantage we are protesting.

Honestly, in hindsight, with Multi-Dimensional Education Inc being the only vendor who submitted questions, and then late in January (a month after the due date) finally receiving word back from Valerie Duncan the RFP is still on track and the due date was extended, it

almost feels like EDMETRIC LLC most likely submitted their proposal on time, because they had no questions to ask. And then with no other vendors having submitted a proposal or asked any questions, we were questionably motivated into still pursuing the RFP. For example, questions were due December 4, 2023, and the submission was due December 21, 2023. But answers to the questions were not provided until January 24, 2024.

As the following will illustrate, given little detail was provided on the specifics of the “identified” acuity tool mentioned within the RFP for vendors to have the knowledge needed to accurately propose and price the work needed to successfully deliver the tasks and milestones for Solicitation 5400026216, the questions we submitted were essential to receive answers for before the due date. We emailed Valerie Duncan on December 11th and 14th inquiring when answers might be posted, but no reply was received for either update request. In an email to Valerie Duncan dated December 20, 2023 (one day before the due date), we explained in more detail we could not send a proposal in without the answers to the five questions we submitted. Once again, we received no reply before the due date to that email asking when the questions would be received and if the due date was being extended.

Still not having received an email reply as of January 5, 2024, and with great interest in securing the RFP award, we emailed again and asked Valerie Duncan to provide us with an update. A response finally occurred when we received a call from her January 24, 2024, explaining the process is back on track, the due date was extended, and answers would be posted. And as the details to follow will show, those questions were not answered in a fashion that would allow us or other vendors to know the details that EDMETRIC most likely already knew.

Furthermore, as we will share below, by selecting the vendor who recommended and/or developed the new acuity tool (i.e., EDMETRIC) to next also validate and norm the tool they are responsible for the State adopting, the EDMETRIC award possibly increases the potential for bias and from a methodological standpoint reduces the validity of the results. Additionally, as a side note, the pricing of EDMETRIC’s efforts to validate and norm the acuity tool for SCDDSN was \$99,455 more than what Multi-Dimensional Education Inc offered. The following provides more detail about the evidence suggesting an unfair competitive advantage was gained by or provided to EDMETRIC.

Protest Grounds #1: Due to little detail of the acuity tool in the RFP and inadequately answered questions by the State, EDMETRIC was provided an Unfair Competitive Advantage

One of the major reasons we are protesting this award of solicitation 5400026216 is because during the questions and answering phase of the RFP, we asked the following question and a month in a half later received the following answer:

Q1. In order for a vendor to propose the best methods and analyses needed, can the State please provide a copy of the identified level of need assessment to be piloted as well as the previous outcomes, testing, and history behind the design and use of the assessment to be piloted?

A1. An assessment tool has been identified by the DDSN **but cannot be shared at this time.**

Though the State refused to share any details or specifics of the assessment to be normed and validated with other vendors, one can only assume that the vendor who recommended or developed the tool (EDMETRIC) had full knowledge of what the tool was, its history, the research behind it, how it is administered, how long it takes to complete, possibly past and recent results from others using the assessment tool or parts of the recommended tool, and more. While other vendors had to guess what the tool might be and not have any knowledge what the specific tool they were being asked to norm would ultimately require, EDMETRIC had an inside view to all details of the past two years of acuity tool research and most likely future needs related to this awards requirements.

Protest Grounds #2: Inquiry if EDMETRIC Disclosed Knowledge of Unfair Competitive Advantage

One might also wonder if EDMETRIC disclosed such knowledge of these unfair competitive advantages as required by the DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE section of the RFP on page 8. We formally ask that you explore this issue. Being a recent vendor of the first phase contract, even if EDMETRIC shared or not, one would assume the State new of such possible and likely unfair competitive advantages.

Regardless, and most likely as a result, one can only assume EDMETRIC's proposal was very specific and informed while all others (if there was more than our proposal submitted) were left to assume or guess what type or design of assessment or acuity tool would be tested and hypothesize and explain the multiple possible alternative paths needed to administer and safely norm the tool.

As our proposal shares, we explained in several portions of our technical proposal that efforts could take various paths depending on what the tool contains and has established related to possible past use or research documenting past evidence of reliability, validity, and norming outcomes. We shared in our proposal how once we see the assessment tool,

we will be able to be more precise. But unfortunately, not knowing the specifics created a need for us to discuss several possibilities and try our best to provide guidance on what is required methodologically and statistically and the different routes one might take in norming and validating such an assessment tool.

Protest Grounds #3: Evidence that SCDDSN further Amplified an Unfair Advantage

Addendum 1 provides the details of the answers provided to Response to Questions for Solicitation# 5400026216 Acuity Tool Research. There were five questions submitted by MDed Inc, and as Addendum 1 and our emails to Valerie Duncan document, our questions were the only questions submitted. We are not sure how many vendors submitted proposals for the solicitation, but we can safely assume that EDMETRIC did not need to ask any questions, because most likely they had all of answers already by being the selected vendor for the initial design and development phase of the acuity tool or assessment. Thus, beyond knowing full well what the assessment tool to be normed was, they also had knowledge as to how the assessment tool would need to be piloted and administered. And for those who wanted or needed such information, as the answer to question 4 we submitted suggests, only a vague answer was provided.

Q4. Does the State have the assessment tool to be piloted on or capable of being entered into a State-owned or licensed survey platform and available for this project, or does the State seek for the vendor to provide a survey platform for the data collection?

A4. The tool DDSN wishes to utilize does not require a survey platform.

Data collection and data entry can be a major line item in any analysis budget. As we shared in our proposal, with more than 37,000 clients making up the population of disabled citizens in South Carolina, sound research and sampling methods would require 10% of the client population or a minimum of 1,000 clients to complete the assessment tool. Such random sampling of 10% of a population is essential if not methodologically required to better ensure reliable (consistent) and valid (accurate) norming scores and cut-off points of the tool.

In today's technology world, however, collecting such information electronically, allows a State to save money in manually entering data from paper and pencil type surveys or assessments, and basically use such electronic data sets for quicker analysis and decision making, continuous improvement, legal issues, and accountability reporting. With such advantages to an electronic format for collecting the assessment's data, and so many participants needing to be assessed by an unknown number of State provided assessors, it just didn't seem to make sense how they would not require a survey platform or electronic

platform to collect such data. This answer left us wondering how the State would expect a vendor to have 1,000 participants take the acuity tool. A question that once again, common sense would suggest EDMETRIC knows.

And what about future use of the tool? Was the State planning on just modernizing their acuity tool measure and yet sticking with a paper and pencil approach? Or do they have a survey platform already set up? What is that survey platform? How is the data saved in that survey platform, has it been coded and scored, or should we price to enter, clean, code and configure data collected via a paper and pencil assessment tool into a statistical software for analysis? Meanwhile, EDMETRIC most likely knew how the acuity tool was developed and designed to be administered, possibly on some national or state website, while other vendors like Multi-Dimensional Education Inc were left to guess if they would need to build the tool into an online format in order to collect data across the state by different assessors. We even offered to cover the costs of such an electronic format if the State did not have one.

In fact, we submitted another question (question 2) trying to obtain more detail on managing the data collection for the size and magnitude of the effort needed:

Q2. Does the State seek for the vendor to provide the “assessors” for the pilot, or does the State foresee current staff working with the disabled and special needs clients assisting the vendor with administering the assessment to clients and serving as the assessors?

A2. DDSN will assist with finding assessors for this pilot.

Once again, instead of sharing details such as how many “assessors” the State will provide, who they are, and where they might be located, a vague answer was provided. Meanwhile, given the previous first phase acuity tool RFP requested assistance on helping to advise on such roll out of testing or piloting the tool, EDMETRIC the vendor awarded the previous project was most likely privy to such details and fully understood what was available and what was needed. We would also not be surprised that EDMETRIC has already worked with some of the assessors and knows the details to such efforts, given the first phase RFP should have included some basic initial testing of the assessment tool.

The problem is not that the incumbent vendor working on the first stage of this project was applying for the second stage of the project. The issue is that EDMETRIC had inside knowledge and the State when asked to share such knowledge with other vendors either refused to share what EDMETRIC developed or selected as a recommended tool, or offered limited information related to additional insights that EDMETRIC had most likely gained or identified during the previous acuity tool development work with the State.

Protest Grounds #4: Hiring the Assessment Tool Developer Increases Potential for Bias

Although this does not necessarily relate to an unfair advantage, it is worthy of consideration as to how EDMETRIC would be considered the best vendor for this RFP's efforts. As nearly every manual on evaluation protocols or textbook on research methods shares, when testing (norming) or validating a new intervention or assessment tool, the most scientifically sound approach is to first and foremost not have the original team or company hired who developed the intervention or assessment tool do the testing or validation assessment of the intervention or tool. For most who are aware of such protocol, they know it is best to hire an external evaluator.

The main reason one should hire an external evaluator (an experienced entity not connected to the project) is because too many have learned the hard way that those who developed such approaches typically are more likely to avoid sharing news that what they developed is not working or needs more work. An external evaluator, however, has no face or reputation to lose by explaining that the existing intervention or assessment is not working or needs more help. They are hired to help validate and trouble shoot if necessary.

We shared this recommended protocol in our proposal, and how as an external evaluator we can help SCDDSN take a safer and non-biased approach. We also shared how norming a tool requires deeper analysis of the tool's scales or subsections that help to validate the tool's comprehensive reliability and validity strengths or challenges. We shared what was needed to collect the data from a required large random sample, and that such efforts were needed in order to make sure the norming efforts were based on sound research methods, sampling techniques, and required data points. The lessons and suggestions we shared comes from working with more than 155 state and local agencies focused on at-risk populations across 28 states.

As psychologists and professors of research methods and statistical analysis, as well as a company that has managed and evaluated more than \$20M in research grants funded by the National Science Foundation, U.S. Department of Education, and Department of Justice, we proposed a detailed approach to safeguarding and ensuring that the results identified pertaining to the acuity tool, would be capable of helping the SCDDSN more safely inform their care and support efforts. And as to how a non-external evaluator was given the award, it should serve as an additional red flag that the selection was not the most scientific approach to making sure SCDDSN has a tool that consistently (reliably) measures what it says it measures (validity).

As shared in our proposal, if non-biased external evaluator work is not done to verify that EDMETRIC previous findings of the Acuity tool are accurate, reliable, and valid, SCDDSN is

taking a chance they can easily avoid. According to our recollection of the previous RFP, EDMETRIC should have most likely already completed some initial testing of the tool. And what is needed is an external evaluator to verify and compare what EDMETRIC documented. The last thing SCDDSN needs is a questionable tool. Because if you use normed scores based on an inconsistent and inaccurate assessment tool, to identify eligible patients and the treatments or levels of treatment needed, the outcomes could be detrimental to the clients and SCDDSN. We are just as if not more highly experienced than EDMETRIC, our price was \$99k less, and we could provide the external evaluation needed that this vulnerable population SSDDSN serves deserves.

Summary & Relief Requested

With the State not sharing essential details with all vendors, and EDMETRIC having inside knowledge of the tool to be tested, and a better and more comprehensive lay of the land when it comes to what it would require for testing and norming the tool, all signs point to yes an unfair advantage has been given to one vendor. While EDMETRIC had complete knowledge of what took place in the first phase of the Acuity Research and tool adoption or development, others did not. And the RFP and answers provided by the State did little if nothing to balance this unfair competitive advantage.

As for Relief Requests, first, we ask that the State place a hold on approving the contract with EDMETRIC LLC. Then after reviewing the above concerns that we have brought forward related to an Unfair Competitive Advantage, and if you come to the same or a similar conclusion, we ask that the State cancel the award and contract and complete a reevaluation of the Vendors proposals for the RFP Solicitation# 5400026216. We also ask that you review if EDMETRIC was forthcoming on the below section of the RFP related to Disclosure of Conflicts of Interest or Unfair Competitive Advantage. If I can be of any assistance, my contact information is below. Thank you for your time and consideration.


Contact Info: Michael W. Corrigan, Mike@MDedInc.com, 304-690-5868

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your

offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

Exhibit B

	<h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 10px 0 0 0;">Request for Proposal</p>	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px 5px;">Solicitation:</td> <td style="padding: 2px 5px;">5400023438</td> </tr> <tr> <td style="padding: 2px 5px;">Date Issued:</td> <td style="padding: 2px 5px;">05/17/2022</td> </tr> <tr> <td style="padding: 2px 5px;">Procurement Officer:</td> <td style="padding: 2px 5px;">CANDIS GOLSTON</td> </tr> <tr> <td style="padding: 2px 5px;">Phone:</td> <td style="padding: 2px 5px;">803-898-9666</td> </tr> <tr> <td style="padding: 2px 5px;">E-Mail Address:</td> <td style="padding: 2px 5px;">candis.golston@ddsn.sc.gov</td> </tr> <tr> <td style="padding: 2px 5px;">Mailing Address:</td> <td style="padding: 2px 5px;">SCDDSN - Central Office Attn: Receiving 3440 Harden Street Extension Columbia, SC 29203</td> </tr> </table>	Solicitation:	5400023438	Date Issued:	05/17/2022	Procurement Officer:	CANDIS GOLSTON	Phone:	803-898-9666	E-Mail Address:	candis.golston@ddsn.sc.gov	Mailing Address:	SCDDSN - Central Office Attn: Receiving 3440 Harden Street Extension Columbia, SC 29203
Solicitation:	5400023438													
Date Issued:	05/17/2022													
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E-Mail Address:	candis.golston@ddsn.sc.gov													
Mailing Address:	SCDDSN - Central Office Attn: Receiving 3440 Harden Street Extension Columbia, SC 29203													

DESCRIPTION: **Consulting Acuity Tool Research**

USING GOVERNMENTAL UNIT: **SC Department of Disabilities and Special Needs**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **06/21/2022 3:00 PM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **06/02/2022 10:00 AM EST** (Please email all questions to: candis.golston@ddsn.sc.gov)
(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **1 (one)**

<p>CONFERENCE TYPE: Pre- Proposal DATE & TIME: 06/01/2022 10:00 AM If you'd like to attend email the Procurement Officer for instructions no later than 05/27/2022 by 5:00 PM</p> <p><small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small></p>	<p>LOCATION: Virtual Microsoft Teams</p>
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AWARD & AMENDMENTS	<p>Award will be posted on 06/28/2022. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR</p> <p><small>(full legal name of business submitting the offer)</small></p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
--	---

<p>AUTHORIZED SIGNATURE</p> <p><small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small></p>	<p>DATE SIGNED</p>
--	---------------------------

<p>TITLE</p> <p><small>(business title of person signing above)</small></p>	<p>STATE VENDOR NO.</p> <p><small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small></p>
--	---

<p>PRINTED NAME</p> <p><small>(printed name of person signing above)</small></p>	<p>STATE OF INCORPORATION</p> <p><small>(If you are a corporation, identify the state of incorporation.)</small></p>
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<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile _____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] ******* PREFERENCES DO NOT APPLY*******

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

******* PREFERENCES DO NOT APPLY*******

_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address **(check only one)**

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing and Physical Address:

SCDDSN- Central Office
Attn: Receiving
3340 Harden Street Extension
Columbia, SC 29203

1. Offerors shall submit their bid in a sealed package.
2. The solicitation number and opening date must appear on the package exterior.
3. Offerors shall submit one (1) copy.

PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: "THIS IS NOT AN OFFER", YOU WILL BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.

ON-LINE BIDDING INSTRUCTIONS CAN BE FOUND IN SECTION IIB HEREIN.

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

The South Carolina Disabilities and Special Needs is soliciting proposals from qualified consultants to conduct a peer-reviewed research on assessment instruments and the landscape usage of such instruments specific to the populations served by the Agency; provide a recommendation to the Agency on assessment instrument(s) to implement based on, but no limited to, criteria such as ease of use, reliability, validity, and comprehensiveness; and the offeror will provide technical assistance during piloting of the instrument(s) to evaluate the instrument(s) in practice.

The Agency is an independent agency in state government designated as the State's Intellectual Disability or Related Disability, Autism, and Head and Spinal Cord Injury or Similar Disabilities authority. The Agency's mission is to assist people with disabilities and their families through choice in meeting needs, pursuing possibilities, and achieving life goals, and to minimize the occurrence and reduce the severity of disabilities through prevention. The Agency serves over 37,000 people with disabilities through local Disabilities and Special Needs Boards and other qualified providers (approximately 98%) and Regional Centers (approximately 2%).

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 07/01/2022 End date: 06/30/2024

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".
[01-1040-1]

This is an anticipated one (1) year contract with an anticipated one (1) year renewal options. The maximum contract life is two (2) years.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and **YOUR** means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or **WE** means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the

Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

Additional note: All changes or modifications to this solicitation and resulting contracts must be made in writing via a change order or contract modification issued exclusively by Procurement Officer of Record. Changes or modifications issued by any other agency or person, whether verbally or in writing, will not be legally binding.

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having

primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this*

procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/>
[02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must

be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor

information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>)
[02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.
[02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **See Cover Page One**

Location of Pre-Bid/Proposal Conference: **See Cover Page One**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

CONTENTS OF OFFER (RFP) (MODIFIED)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be uploaded separately in SCEIS.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.
[02-2B040-2]

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." If you must submit an electronic copy other than using SCEIS, the following instructions apply. An electronic copy or copies must be submitted on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address the technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. Submit your electronic copies to the following address: South Carolina Department of Disabilities and Special Needs 3440 Harden Street Extension, Columbia, SC 29203

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

- (a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."
- (b) Steps for On-Line Bidding
 1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
 2. Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3. Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4. Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

OFFERORS ENCOUNTERING REGISTRATION/SCEIS PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option 2 then Option 2

Monday – Friday 8:00 AM – 4:30 PM

Please do not wait until the last minute to submit your solicitation response. Give yourself enough time in case you run into any issues.

The Help Desk is only for technical issues. Questions regarding the solicitation document should be addressed with the procurement manager.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us,

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina Department of Disabilities and Special Needs (SCDDSN), hereinafter referred to as the Agency, plans, develops, oversees and funds services for South Carolinians with:

- Intellectual disability and related disabilities,
- Autism spectrum disorder,
- Traumatic brain injury, and
- Spinal cord injury (and similar disability).

The Agency's mission is to assist people with disabilities and their families in meeting needs, pursuing possibilities and achieving life goals, and to minimize the occurrence and reduce the severity of disabilities through prevention. To help meet that mission, the Agency is seeking a qualified offeror to: 1) conduct peer-reviewed research on assessment instruments and the landscape usage of such instruments specific to the populations served by the Agency (research phase); 2) provide a recommendation to the Agency on assessment instrument(s) to implement based on, but no limited to, criteria such as ease of use, reliability, validity, and comprehensiveness (refinement and recommendation phase); and 3) the offeror will provide technical assistance during piloting of the instrument(s) to evaluate the instrument(s) in practice (technical assistance phase).

This Scope of Work will ensure that the Agency meets industry best practices in the selection and utilization of an assessment instrument, or multiple instruments, with the goal of identifying level of service need (i.e., residential tiers) for those receiving services from the Agency. This will standardize the process for level of service need determination and ensure that the individuals the Agency serves are in placements that effectively meet their needs.

1. Complete peer-reviewed research regarding assessment instrument(s) that the Agency can implement with the goal of identifying level of service need for populations served by the Agency. The instrument(s) should be holistic (i.e., consider cognitive, emotional, and behavioral elements). It is anticipated that qualitative and quantitative data will be collected from the peer-reviewed literature, as well as other states' agencies serving similar populations.
2. Provide research-based recommendations for assessment instrument(s) to be utilized by the Agency, which can include the designation of the requirements to be specified in a procurement for instrument(s) or identification of specific instrument(s). The recommendations for assessment instrument(s) should meet best practices in the fields of measurement, health care, and psychology. The recommendations should be based on a synthesis of collected data, and consider criteria such as reliability, validity, and ease of training on/implementation of the instrument(s). The recommendations should include implementation considerations, and be applicable for all populations served by the Agency.
3. Provide research-based recommended standards and procedures for piloting and implementing the new assessment instrument(s). The standards and procedures should consider allocation of resources, standardization of care delivery, setting cut-offs, and both process and outcomes measures that the Agency should monitor/measure.
4. Serve as technical advisor during pilot and implementation of the assessment instrument(s). It is estimated the pilot and implementation will take a maximum of two years. Technical assistance will include, but is not limited to, ensuring the recommended standards and procedures are followed, integrating the assessment instrument(s) into agency workflows, and data analysis. While piloting of the assessment instrument(s) will be solicited in a separate solicitation or conducted by the Agency, any offeror that submits a bid through this solicitation agrees to serve as the technical advisor during the pilot and implementation year(s).

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

South Carolina Department of Disabilities and Special Needs -Central Office
3440 Harden Street Extension
Columbia, SC 29203

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

[04-4005-1]

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the DDSN's best interests.

The agency reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information may render your proposal as non-responsive.

The contents of the proposal response shall include the items below. Please structure your proposal response in the same order in which the information is listed. Please refrain from using hyperlinks.

Prospective offerors should submit the following information for purposes of evaluation.

A. Introductory Documents

- Cover Page of this solicitation- Page 1 of Offeror's Proposal
- Page two of this solicitation- Page 2 of Offeror's Proposal
- Provide a summary of your company and its history in 300 words or less. Additionally, provide your company's principal business, ownership, and how long your company has been in the business of providing Consulting Services.
- Attachment 1 – HIPPA Business Associate Agreement

B. Ability to Perform

- Identify the location of your business office, your corporate location, and if your organization is locally owned and operated.

C. Experience and Performance (Past and Current)

- Provide information that demonstrate expertise through a combination of both education, training, and experience in all of the following: measurement, statistical analysis, evaluation, psychiatry, medical evaluation, and

background working with and/or studying individuals with disabilities from childhood through adult. Individuals performing the SOW should possess a doctorate in the areas in which they shall perform work as well as documented work experience.

D. Approach and methodology to executing solution and/or performance

- Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the firm will approach the project and the methodology to be used to perform the services or obtain the solution as described or outlined in the Scope of Services. Please include a timeline that addresses the phases referenced in the scope of work.

E. Pricing Schedule

Price proposal must be submitted as a separate attachment/file. NO PRICING DATA IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

- **Successful offeror must demonstrate expertise through a combination of education, training, and experience in the following areas: measurement, statistical analysis, evaluation, psychiatry and/or psychology, psychometric training, medical evaluation, instrument development. The offeror should have a background working with and/or studying individuals with disabilities from childhood through adult.**
- **Individuals performing the Scope of Work should possess a doctorate in the areas in which they perform work, as well as documented work experience in the areas listed in the Scope of Work.**
- **Offeror may meet the expertise requirements through direct staff or through designated contractor agreements.**

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

If requested by the Procurement Officer, you shall submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EFT INFORMATION (FEB 2021)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (.). The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.[07-7A055-4]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property

Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONFERENCE -- PRE-PERFORMANCE (JAN 2006)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and

possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to

compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

[07-7B102-1]

INDEMNIFICATION- INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the

provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

[07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

[07-7B175-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year, from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of One (1) year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this

paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

- Offeror's shall include an offeror fixed price for services broken out by deliverable milestone and then one lump sum total. The offeror fixed price shall include all costs - including staff time for all sessions and preparation costs.
- Offeror's shall provide an expense schedule with itemized cost estimates for travel in accordance with the Federal Travel Regulations, and other reimbursable and expendables, each stated as a not-to-exceed price.

Offeror shall submit as part of their pricing section this page. This page will be placed as the cover/first page of the detailed price proposal (by deliverable milestone).

Price proposal must be submitted as a separate attachment/file. NO PRICING DATA IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL.

Total cost for Acuity Tool Research Consulting Services for the State of South Carolina:

\$ _____

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.


Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: www.dor.sc.gov

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at www.dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: www.dor.sc.gov

[09-9005-5]

	<p>State of South Carolina</p> <p>Request for Proposal Amendment # 2</p>	<p>Solicitation: 5400023438 Date Issued: 06/17/2022 Procurement Officer: CANDIS GOLSTON Phone: 803-898-9666 E-Mail Address: candis.golston@ddsn.sc.gov Mailing Address: SCDDSN - Central Office Attn: Receiving 3440 Harden Street Extension Columbia, SC 29203</p>
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DESCRIPTION: **Consulting Acuity Tool Research**
 USING GOVERNMENTAL UNIT: **SC Department of Disabilities and Special Needs**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **06/27/2022 3:00 PM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **06/02/2022 10:00 AM EST- EXPIRED**

NUMBER OF COPIES TO BE SUBMITTED: **1 (one)**

<p>CONFERENCE TYPE: Pre- Proposal DATE & TIME: 06/01/2022 10:00 AM- EXPIRED If you'd like to attend email the Procurement Officer for instructions no later than 05/27/2022 by 5:00 PM</p> <p><small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small></p>	<p>LOCATION: Virtual Microsoft Teams</p>
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AWARD & AMENDMENTS	Award will be posted on 06/28/2022 07/20/22 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR</p> <p><small>(full legal name of business submitting the offer)</small></p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
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<p>AUTHORIZED SIGNATURE</p> <p><small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small></p>	<p>DATE SIGNED</p>
--	---------------------------

<p>TITLE</p> <p><small>(business title of person signing above)</small></p>	<p>STATE VENDOR NO.</p> <p><small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small></p>
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<p>PRINTED NAME</p> <p><small>(printed name of person signing above)</small></p>	<p>STATE OF INCORPORATION</p> <p><small>(If you are a corporation, identify the state of incorporation.)</small></p>
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<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. ~~STRICKEN~~ TEXT IS DELETED.

CHANGES TO THE SOLICITATION: **EXTEND DATES, ANSWER VENDOR QUESTIONS, AND CLAUSES.**

THE FOLLOWING DATES HAVE BEEN EXTENDED:

SUBMIT OFFER BY (Opening Date/Time): **06/21/2022 to 6/27/2022** – The Opening Time remains 3:00 PM EST

AWARD & AMENDMENTS Award will be posted on **06/28/2022 to 07/20/22**

THE FOLLOWING CLAUSE HAS BEEN ADDED TO SECTION VI. AWARD CRITERIA OF THE SOLICITATION.

EVALUATION FACTORS – PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

The Evaluation Criteria Table

CRITERIA	POINTS
Background	10
Qualifications	35
Approach	40
Pricing	20
TOTAL POSSIBLE POINTS	100

Amendment 2

Questions and Answers to the Solicitation

For RFP

Consulting Acuity Tool Assessment Research

1. How will the different sections of the proposal be scored?

Answer: Please see the Evaluation Criteria as a part of this amendment.

2. Does the implementation evaluator have to be a distinct contractor? Or will the contractor who wins the instrument research and recommendation contract also be eligible to bid on the implementation work?

Answer: No. The same Offeror that meet the requirements and qualifications may perform the services under this solicitation.

3. What are the length and formatting requirements for the proposal – margins, spacing, font, etc.?

Answer: There are not specific formatting requirements that have to be followed.

4. The title of the solicitation cites the Acuity Tool. Does the Agency intend to use an existing tool or to develop a new tool?

Answer: The solicitation is asking for a review of the instruments that are in the peer-reviewed literature and in use by other states. Some of these likely are existing tools and others were developed by states or research institutions to meet specific needs. The implementation recommendations could be one instrument, a suite of instruments, or development of a new instrument.

5. The solicitation asks that the Offerer conduct peer-reviewed research in the first phase. Does this mean to conduct a literature review of peer-reviewed research?

Answer: Yes, that is accurate. The Offeror may include research information from other states.

6. On pages 19-20, the solicitation asks that the offerer "demonstrate expertise through a combination of both education, training, and experience in all of the following: measurement, statistical analysis, evaluation, psychiatry, medical evaluation, and background working with and/or studying individuals with disabilities from childhood through adult." Does the Agency require the Offerer to employ individuals with doctorate degrees in all of the stated categories of expertise listed in the quote?

Answer: No, that is not required.

7. Can you please share how you will score, or rank proposals based upon the categories of information requested to be a part of the proposal and the pricing?

Answer: Please refer to the answer in question one.

8. Can you please provide information or a link to review which provides information on your current tools that you use and possible acuity scoring approaches?

Answer: The agency is not currently using any standardized assessment instruments. The Offeror shall provide scoring approaches for within your proposal.

9. Acknowledging the State prefers the vendor design their budget to be detailed to each deliverable milestone, can the selected vendor invoice monthly for services provided?

Answer: Yes.

10. For Section A of the proposal, is there a specific form for the HIPAA Business Associate Agreement with a signature line you wish for us to insert into our proposal?

Answer: Please see Attachment 1 as a part of this amendment.

11. If the vendor is not based in South Carolina, how often do you prefer onsite face-to-face meetings, and how many consecutive days in a row would you prefer these visits to be?

Answer: Offerors outside of SC, shall be required to attend meetings with a combination of virtual and with some face-to-face or in-person. There is not a preference on the number of consecutive days in a row these visits should be. The Offeror shall outline their recommendation for in-person visit(s) and how long they should be with appropriate justification provided.

12. Does being awarded this RFP preclude the vendor from pursuing the evaluation and pilot project RFP related to the instruments and recommendations to be determined for this RFP?

Answer: No, this does not preclude the vendor from pursuing the evaluation/pilot project RFP.

13. Can you please clarify where within the suggested proposal outline, you want us to address that we agree to and meet all of the expectations, language and legal descriptions provided in the RFP?

Answer: The Offeror will submit the first page of the solicitation with an authorize signature from your entity. On page two of the solicitation all amendments must be dated of the acknowledgement of the changes to the solicitation.

STATE OF SOUTH CAROLINA
SCDDSN - CENTRAL OFFICE
3440 HARDEN STREET, EXT.-SUITE 220
COLUMBIA SC 29203

Exhibit D

Intent to Award

Posting Date: September 7, 2022

Solicitation: 5400023438
Description: Consulting Acuity Tool Research
Agency: SC Department of Disabilities and Special Needs

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **September 16, 2022**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400029950
Awarded To: EdMetric LLC (7000240521)
20053 Duck Drive
MALTA BEND, MO 65339

Total Potential Value: \$ 150,000.00
Maximum Contract Period: September 16, 2022 through June 30, 2024

Item	Description	Unit Price	Total
00001	Consulting Acuity Tool Research	\$ 150,000.00	\$ 150,000.00

Procurement Officer

VIRGINIA GOODSON, CPPB

Summaries of Acuity Instruments Reviews and Recommendations

The *State of South Carolina Request for Proposals: Consulting Acuity Tool Research* required the provision of (1) a review of the research on assessment instruments and the landscape usage of such instruments specific to the populations served by the agency; (2) a recommendation to the Agency on assessment instrument(s) to implement based on, but not limited to, criteria such as ease of use, reliability, validity, and comprehensiveness; and (3) technical assistance during the piloting of the instrument(s) to evaluate the instruments in practice. EdMetric compiled a list of criteria against which potential instruments could be reviewed (see Appendix XX).

EdMetric researchers developed reviews of available instruments against the specified review criteria. A large number were initially screened by the researchers and over 50 were chosen for a thorough review based on their apparent ability to meet the technical criteria and/or the extent of their current usage in other states or settings.

This report provides a brief summary of each instrument chosen for full review. The complete set of reviews is included in a separate folder and should be referred to for additional information on any of the chosen instruments.

The instruments are organized according to their overall purpose, although not all tests fit neatly into any one category:

- Supports Needs Assessments,
- Assessments of Health/Medical Needs
- Adaptive Behavior Assessments
- Autism Assessment Tools
- Social/Emotional/Behavioral Assessment Tools
- Speech/Language Assessment Tools
- Developmental Skills Assessment for Children

Within each section are two subsections:

- instruments that best match the technical and accessibility review criteria and are recommended to serve as an exemplar assessment.
- instruments that were fully reviewed and have accrued some technical evidence but at an insufficient level to serve as an exemplar assessment.

Within the subsections, instruments are presented alphabetically and are not ordered on the basis of the extent of the match or the quality. Each summary includes a brief description of the instrument along with an overview of advantages and possible issues associated with its use.

SUPPORTS NEEDS ASSESSMENTS

Supports needs assessments considered to best match specified review criteria:

Charting the LifeCourse Nexus

The Charting the LifeCourse framework provides a foundation for assisting individuals with disabilities and their families in creating a vision for different life stages, such as transition from school to adult life, aging, etc. It is a collection of tools and information that can support planning, problem solving, and decision making. Tools are available for use by family members, the individual, and the support team. The tools are appropriate for use with individuals in a broad age range from early childhood through older adults. An increasing number of states are incorporating the LifeCourse framework and tools into their screening and planning process because it provides information about supports needs and brings the hopes and dreams of individuals and their families into the planning process. Major advantages of Charting the LifeCourse include the flexible use of tools in planning and supporting decisions, and the framework's foundation in current best practices, person-centered planning, and family involvement. The lack of standardization would be an issue if the tool were used for eligibility or funding decisions. However, most of the states reviewed employed the LifeCourse tools as part of an overall screening/assessment/planning process and combined them with a standardized assessment like the SIS, interRAI, ICAP, or MAAS.

Child and Adolescent Needs and Strengths (CANS)

The CANS is a tool developed to support decision making, including level of care and service planning. It reportedly facilitates quality improvement initiatives and monitors the outcomes of services. The CANS is described as a communication tool based on communication theory rather than psychometric theories that have influenced the development of most measures. Besides the scores gained on the assessment tool (rating scale), information from interviews with caregivers is included in the evaluation to gain a more complete picture of the individual. Studies to date have documented acceptable reliability and validity, although journal articles have called for additional technical studies. According to the CANS website, versions of the CANS are used in all 50 states in child welfare, mental health, juvenile justice, and early intervention applications. The CANS is appropriate for children and young adults (ages 0-21) with behavioral needs, medical needs, intellectual/development disabilities, and/or juvenile justice involvement. It is an open domain tool that is free for anyone to use who has been trained and certified. It takes about two hours to administer. A platform for people to share their experiences with the CANS and offer support is available on social media. The CANS purports to measure both the youth's risk and protective factors, but its validity is largely unresearched and training is challenging.

Functional Assessment Standardized Items (FASI)

The FASI are a set of reliable and valid person-centered items that states and providers may adopt and incorporate into their assessment processes for individuals applying for or receiving Home and Community-Based Services (HCBS). The development of the FASI is supported by the Centers for Medicare & Medicaid Services (CMS), as part of the Testing Experience and Functional Tools (TEFT) demonstration. Its development builds on national efforts to create a "uniform assessment" tool applicable to different populations receiving Medicaid-financed long-term support services in a variety of settings. The FASI items are reportedly intended to provide standardized scores that allow data to follow the individual and that enable electronic exchange of HCBS data across the continuum of care. A review of the literature found good evidence of reliability and validity for the FASI item set. Possible issues include the following: 1) the item set is relatively new and untested; 2) the FASI is not a complete assessment tool, so a state would need to have the capacity to build their own tool using the FASI items; 3) there is no portion of the item set focused on challenging behavior; 4) FASI items do not collect health information; and 5) there are no questions specific to community participation (e.g., employment, community activities). Concern was also expressed in the literature that the FASI items primarily ask raters to consider behavior over the three-day period just prior to the assessment, as this can result in significant behaviors being missed. The FASI items have been integrated into the CMS Data Element Library, which

serves as a repository for all standardized items used in CMS assessments and their associated health information technology standards. The items are available at no cost to states.

interRAI Assessment Suite

The interRAI is a suite of instruments ranging from screening tools to comprehensive assessments. It consists of multiple related modules targeting children and adults, with one module (the interRAI ID) particularly designed for adults with intellectual and developmental disabilities (IDDs). The interRAI ID gathers a wide range of information about the person assessed including support needs related to everyday life activities, behavioral challenges, and medical support needs. To allow for more state-specific information gathering, additional items that relate to a certain population can be added to the core items, while others that do not apply can be eliminated. The system is used in a number of states and countries and is available in a number of languages. It takes about an hour to administer, which is less time than some of the other instruments reviewed. Training is available through the publishers, but ongoing interrater reliability checks of the state's assessors (available for the SIS and MAAS) are not available for the interRAI unless this is arranged through the state's vendor. Each instrument within the interRAI suite undergoes its own psychometric testing in order to verify its reliability and validity. InterRAI claims strong reliability for its instruments, which its own studies appear to confirm, and an interrater reliability study conducted in Ontario showed very good agreement between raters. There are a few possible issues that were identified during the review of the instrument. The test is licensed, rather than purchased, and unless the adopting state has the capacity to house and manage the data, the state will need to hire a vendor because the interRAI does not offer a complementing database platform. Additionally, the developers of the assessment require access to a state's data for their own research purposes in exchange for licensing. Finally, assessment ratings are linked to the three days prior to the administration of the assessment, which opens the possibility that important information can be missed.

Supports Intensity Scale (SIS)

The SIS is designed to provide a picture of the overall pattern, type, and intensity of the support needs of a person with intellectual and developmental disabilities (IDDs). The assessment can serve a number of purposes within a state's eligibility determination and services planning process. The literature indicates that the SIS is an effective instrument for measuring differences in support needs and informing decision making in regard to funding allocations. It was also found to be useful as a basis for person-centered support planning, to contribute to a positive behavioral plan, and to document the level and type of support required to achieve personal goals. There are two versions of the test, the SIS-C for children and the SIS-A for adults, so it covers a broad age range. The assessment has been tested rigorously and found to have good psychometric properties. Training is available through the publisher and is considered important to increasing the reliability of the assessment. In addition to initial training, users are offered a means for periodically conducting reliability checks on individual assessors throughout the state. Another advantage of the SIS over a number of other assessment systems reviewed, is that SIS-A offers the SISOnline service that assists states in gathering, managing, and utilizing assessment data. A large number of states use the SIS, often in combination with other instruments like the Health Risk Screening Tool (HRST) and/or the Charting the LifeCourse Nexus. Possible areas of concern are the time required to administer the assessment (approximately 2-2.5 hours) and the cost. According to the publisher, the SIS-A is currently under revision with the new version (the 2nd Edition) expected in early 2023. The current version will be phased out over time.

World Health Organization Disability Assessment Schedule (WHODAS-2)

The WHODAS-2 is an instrument developed by the World Health Organization to provide a standardized method for measuring health and disability across cultures. The assessment tool is designed to identify needs, match treatments and interventions, measure outcomes and effectiveness, set priorities for the person assessed, and allocate appropriate resources. Populations for this instrument include people with diseases, illnesses, injuries, or other health problems; mental and emotional problems; or problems with drugs or alcohol. It was designed for use with individuals ages 18 and up but has also been used with adolescents 13 to 17 years of age. Domains assessed include cognition, mobility, self-care, interacting with other people, life activities, and participation in society. Technical studies have shown that the WHODAS-2 is highly reliable and has good validity when compared with other measures of disability or health status and with clinician and proxy ratings. Journal and test reviews were generally positive. The

May 2021 *Canadian Journal of Psychiatry* concluded, “The WHODAS-2 appears to provide a practical and valid means of assessing functioning both in acute settings and in community populations with common disorders.” The WHODAS-2 is reportedly easy to score and interpret, is in the public domain, and is available in more than 30 languages. There is no cost for the assessment.

Supports needs assessments that were fully reviewed, but NOT identified as a strong match to specified review criteria:

Basic Assessment and Services Information System (BASIS 6.0)

The BASIS is a supports needs assessment that was designed for individuals with intellectual and other developmental disabilities who are receiving assistance funded through home- and community-based services. The tool collects demographic information about each person who is receiving or waiting for services; determines a person’s ability to perform a variety of daily living skills; identifies the kind of services the person is receiving or waiting to receive; and examines the individual’s use of psychotropic medication. This assessment appears to have been developed specifically for use in Kansas and no information was found to indicate how it might perform in other states. No technical evidence (reliability or validity) or any journal articles or test reviews was found that would support its use.

Camberwell Assessment of Need for Adults with Developmental and Intellectual Disabilities, Second Edition (CANDID)

The CANDID is a screening tool for the assessment of the health and social needs of people with intellectual disabilities and mental health issues. The website contains limited information on the CANDID other than reference to the CANDID Book. Parts of the book were viewable, but access could not be gained to see the test forms and other pertinent information. The CANDID was developed in London, England, and no information was found to indicate that it is currently used by any state disabilities agency. Because the assessment is designed as a screen, additional follow-up testing would be required to meet service planning needs.

Coordinated Assessment System (CAS)

The CAS is an assessment tool used by the New York State Office for People with Developmental Disabilities (OPWDD) to identify a person’s strengths, needs, and interests and to help with planning for their care. The CAS was developed based on a well-established supports needs assessment, the InterRAI. New York modified the InterRAI to meet its specific needs and to be more appropriate for its specific population. No evidence was found to indicate that the modifications made to the InterRAI by New York would benefit another state. Furthermore, while the instrument appeared to have strong attributes, no specific evidence of the CAS’s reliability or any related test reviews or journal articles was found beyond those commissioned by the New York State OPWDD.

Developmental Assessment for Individuals with Severe Disabilities, Third Edition (DASH-3)

The DASH-3 is a criterion-referenced test designed to provide an assessment of strengths and weaknesses in order to facilitate individualized planning, intervention development, and continuous progress monitoring toward specific behavioral goals. The DASH-3 measures specific skill levels in persons of all ages who have severe and/or multiple physical/sensory disabilities. The test authors specifically state that the DASH-3 should not be used in place of standardized measures of cognitive functioning when norm-referenced measures are needed for diagnostic purposes. According to Buros Twentieth Mental Measurements Yearbook, there have been concerns about incomplete information on research, test development, and data to support the test’s psychometric characteristics for previous versions of the DASH that have not been resolved in the current edition. The manual does not provide detailed information about psychometric properties or cite studies of reliability or validity. No peer reviewed journal articles that specifically studied the reliability and validity of the DASH-3 were found.

Developmental Disabilities Profile (DDP-2)

The DDP-2 is another assessment developed by the New York State Office for People with Developmental Disabilities (OPWDD) to provide a description of the skills and challenges of a person with

developmental disabilities that are related to their service needs. Although the assessment appears designed to serve some of South Carolina's identified needs, issues were identified. No evidence was found regarding the instrument's technical adequacy other than a general statement that the DDP-2 had good validity and reliability. No related peer reviewed test reviews or journal articles were located, and it is presumed that this tool was developed exclusively for use in the state of New York.

Instrument for the Classification and Assessment of Support Needs (I-CAN)

The I-CAN is a support needs assessment developed in Australia that is designed to assess and guide support delivery for people with disabilities, including those with mental illness. While it has a number of strengths, it is an Australian assessment instrument and its availability and use in the USA was difficult to determine. Although two reviews were found, they were written by the same people. The assessment questionnaire is lengthy and detailed and may take multiple sessions to complete. It appears that a fairly extensive training and certification process (cost \$500) must be completed before a user is able to obtain a full license to the test. This is described as a try before you buy process.

Inventory for Client Agency and Planning (ICAP)

The ICAP is a well-established assessment that has been used for some time in many states. It is a comprehensive, structured instrument designed to assess the status, adaptive functioning, and service needs of individuals with developmental disabilities. The ICAP measures both adaptive and maladaptive behaviors and gathers additional information to determine the type and amount of special assistance needed for individuals with disabilities. It has a number of strengths, including adequate technical adequacy, a broad normative sample (early childhood to adulthood), straightforward administration and scoring, and sensitivity to differences among individuals with varying degrees of behavioral functioning. Beyond the standardized data obtained from the ICAP, the measure also compiles demographic information, diagnoses, and other information relevant to determining service needs. Unfortunately, the ICAP is considered in the literature to be dated and out of step with current conceptualizations of service delivery. The measure was designed when the prevailing view was that service delivery was based on a person's independent functioning level (a deficit approach), while current views favor support-based measures that focus on the amount of support a person needs to function successfully. Furthermore, the researcher reviewing the test could find nothing to indicate that norms have been updated since a few years after the test was first developed in 1986, and there appear to be some weaknesses in the norming for certain age groupings, principally children. A review of the literature indicated that the ICAP does not compare favorably to measures like the Supports Intensity Scale (SIS).

Level of Care Utilization System (LOCUS)

The LOCUS is an assessment tool designed to help clinicians, insurers, and those in need of behavioral health services make consistent and effective treatment decisions and to determine the level of care needed by an individual. It serves adults 18 and older (A related measure is available for children and teens.), and it is primarily geared toward individuals with mental illness and/or substance use disorder, although individuals with a cognitive disability are also identified as a target population. According to the test website, the LOCUS considers a person's needs holistically and asks questions that help the care team consider facts that influence a person's health and well-being. The LOCUS is completed through interview questions divided into six categories that describe different aspects of a person and their illness. Limited technical information and only a few related test reviews/journal articles were found. The journal articles that were found were dated (2000, 2003, and 2013) and two of the three were co-authored by Wesley Sowers, one of the assessment's developers. Although this assessment has many positive attributes, it was difficult to find current documentation that recommended its use. Furthermore, the target audience for the assessment is not a close match to the population served by the South Carolina Department of Disabilities and Special Needs.

North Carolina Support Needs Assessment Profile (NC-SNAP)

The NC-SNAP is a needs assessment tool that measures an individual's level of intensity of need for developmental disabilities supports and services. It was developed in 2007 specifically for North Carolina and, according to the website, is not intended for use outside of the state. It appeared in this test review as an example of a successful needs assessment tool for persons with developmental disabilities.

Paediatric Care and Needs Scale, Version 2 (PCANS-2)

The PCANS-2 was developed specifically for children (ages 5 to 15) who have acquired brain injuries. It was designed to measure the type, extent, and intensity of support needs with this population and is generally administered by healthcare professionals with experience working in a rehabilitation setting. No information was found about how the measure might perform when used with the other populations served by the South Carolina Department of Disabilities and Special Needs, and the age of the instrument is a potential concern. Furthermore, publishing information, as well as information regarding the reliability of the instrument were not located. The only journal article discovered that addressed the validity of the instrument was dated July 2008, prior to the 2013 revision, but this study did find some evidence of convergent and divergent validity. The Manual for the *PCANS-2* is available online and includes copies of the test forms.

Prioritization of Urgency of Need for Services (PUNS)

The PUNS identifies the types of services and supports an individual is currently receiving and additional services that are needed. Its population includes persons with intellectual disabilities and/or autism. This assessment was developed by the Pennsylvania Department of Human Services for use in Pennsylvania, although there was some unconfirmed evidence that it might be used in other states as well. No evidence of its effectiveness in other jurisdictions was located. Additionally, no evidence of technical adequacy was found in the course of the review.

Service Need Assessment Profile (SNAP)

Developed for use in Australia, the SNAP can reportedly “estimate support needs and associated costs for people receiving disability support services.” No information was available about its use in the United States. Peer-reviewed journal articles related to the assessment indicate that the measure has acceptable validity, but the articles suggest that reliability varies across different sub-groups and domains and that the test should be used with caution when making decisions about the allocation of funding.

Support Needs Questionnaire (SNQ)

The SNQ was developed in England to measure the degree of support required by people with severe and enduring mental health conditions in order for them to achieve a socially inclusive lifestyle. No test website was located, so most of the information collected on this instrument was gained from journals or other writings. Because the assessment is designed for use with individuals with severe mental conditions it is not a strong match for the full population served by the South Carolina Department of Disabilities and Special Needs. Furthermore, the lack of available information made it difficult to determine the extent to which the assessment met the specified review criteria.

ASSESSMENTS OF HEALTH/MEDICAL NEEDS

Health/medical needs assessments considered to best match specified review criteria:

Health-Related Social Needs Screening (HRSN)

The HRSN AHC Model is a nationwide initiative funded by the Centers for Medicare & Medicaid Services Innovation Center. It aims to test whether systematically identifying and addressing health related social needs (e.g., homelessness, hunger, exposure to violence) among Medicare and Medicaid beneficiaries through screening, referral, and community navigation services decreases health care use and impacts cost. Growing evidence shows that unmet HRSNs like homelessness, hunger, and exposure to violence, can harmfully affect the health of individuals. As with other clinical assessment tools, providers can use the results from the HRSN Screening Tool to inform patients’ treatment plans and make referrals to community services. The AHC HRSN Screening Tool is appropriate for use in a wide range of settings and can be used with people of all ages who qualify for Medicare or Medicaid. While validity was established, no information about the reliability of this assessment was located. The HRSN does not take

long to administer but it does not provide information in many of the areas needed by the South Carolina Department of Disabilities and Special Needs for planning. Perhaps the best use of this tool for a state disability services agency, might be as a supplement to other assessment instruments. Both the assessment guidelines and the tool itself are available at no cost on links provided in the full review of this assessment tool.

Health Risk Screening Tool (HRST)

The Health Risk Screening Tool (HRST) is a web-based instrument developed to detect health destabilization in at-risk populations. The tool is used to determine the types of further assessment and evaluation required by individuals to be safe and healthy in the least restrictive setting. The HRST was designed for use with people with intellectual/developmental disabilities, physical disabilities, disabilities associated with aging, traumatic brain injury, or any other vulnerable population so it is a good match to the population served by the South Carolina Department of Disabilities and Special Needs. Part of the instrument examines the health risks associated with psychiatric or behavioral disorders, particularly those that result from medications, self-injurious behavior, or restriction of movement. The tool was field tested on over 6000 individuals. It is currently used in numerous states often in combination with the SIS.

Preadmission Screening and Resident Review (PASRR)

The PASRR is a federal program assessment administered by the Centers for Medicare and Medicaid Services to help ensure that individuals are not inappropriately placed in nursing homes for long-term care. The PASRR requires that nursing facilities evaluate all applicants for serious mental illness or intellectual disability; offer applicants the most appropriate setting for their needs; and provide all applicants the services they need in those settings. Specific reliability and validity information was limited and several of the journal articles reviewed called for improvements to the PASRR process. Note: Because the program is federally required, EdMetric team made no judgment as to the PASRR's match to the specified review criteria.

Health/medical needs assessments that were fully reviewed, but NOT identified as a strong match to specified review criteria:

Rancho Los Amigos Scale-Revised (RLAS-R)

The RLAS-R is a tool used to determine a brain injury patient's abilities, impairments, and prognosis as they move through the stages of recovery. The test website indicates that the RLAS-R facilitates communication among healthcare professionals to support service planning. There are ten levels used to explain cognitive, behavioral, and emotional changes that take place during healing, from no response (level 1) to the patient is handling multiple tasks simultaneously (level 10). Regardless of the quality of the instrument or its technical adequacy, the RLAS-R was designed to serve a very specific purpose with a very specific and limited population. Therefore, the instrument appears to have limited applicability in meeting South Carolina's current needs. Additionally, the instrument is older and has not been revised since 1997.

ADAPTIVE BEHAVIOR ASSESSMENTS

Note: all the adaptive behavior assessments selected for full review appeared acceptably matched to specified review criteria. All of the assessments included here, except for the MAAS which is relatively new, are well established and widely used throughout the U.S.

Adaptive behavior assessments considered to best match specified review criteria:

Adaptive Behavior Assessment System, Third Edition (ABAS-3)

The ABAS-3 provides a complete picture of adaptive skills across the lifespan (ages birth - 89). It is described as a norm-referenced assessment of adaptive skills needed to care for oneself, respond to others, and meet environmental demands at home, school, work, and in the community. Populations appropriate for this assessment include those with developmental delays, autism spectrum disorder, intellectual disabilities, learning disabilities, neuropsychological disorders, and sensory or physical impairments, which generally aligns with the population served by the South Carolina Department of Disabilities and Special Needs. The ABAS-3 is used by many state disability service agencies and serves a number of purposes including identifying strengths and weaknesses; guiding the development of treatment plans and training goals; documenting and monitoring progress over time; determining eligibility for services such as Social Security disability benefits; and evaluating an individual's capacity to live or work independently. Because the ABAS-3 is norm referenced, it allows users to compare ratings across respondents and to evaluate the progress of individual clients over time. The instrument has been well researched, and studies of this assessment have indicated that it has strong reliability and validity. Assessment reviews located were almost uniformly positive. No major issues were identified in the literature review, but it is possible that cost and stringent requirements for test administrators could be prohibitive.

Missouri Adaptive Ability Scale (MAAS)

According to its author, the MAAS is a norm-referenced, computer-administered measure of adaptive functioning for individuals ages 1 to adulthood. It was specifically developed to measure all aspects of adaptive behavior required under federal statute and to provide a single measure of adaptive behavior that could be easily administered and interpreted by practitioners responsible for determining eligibility for state and federal support services and identifying appropriate service tiers. During the COVID pandemic, the test was modified to provide for remote online administration. This allows a core of assessors to be trained that can administer tests throughout the state and reduce wait times. If one assessor is overbooked another can administer the assessment from wherever they are in the state. The MAAS is new and relatively unproven but there is evidence of reliability and validity. It is shorter than the SIS but includes many of the best features of that assessment (e.g., regular assessor interrater reliability checks), and it could potentially be more cost effective to administer than commercially produced assessments. Furthermore, the author suggested that the test could be re-normed specifically for South Carolina's population and that the state could develop its own cut scores, possibly with support from the developers of the MAAS. The MAAS has been successfully administered on a subset of the population served by the Missouri Division of Developmental Disabilities and is scheduled to go live with the full population January 1, 2023.

Scales of Independent Behavior-Revised (SIB-R)

The SIB-R assesses adaptive and maladaptive behavior in examinees from infancy to age 80+. It assesses functional independence and adaptive functioning across settings: school, home, workplace, and community. Three versions are available: Full Scale, Short form (screening), and Early Development (a brief measure used with those with developmental functioning before eight years old). The population covered by this assessment includes persons with or without developmental disabilities who may have deficits in adaptive and/or maladaptive behavior. There are four adaptive behavior clusters: Motor Skills, Personal Living Skills, Social Interaction and Communication Skills, and Community Living Skills. There are eight types of problem behaviors: hurtful to self; unusual or repetitive habits, hurtful to others, socially offensive behavior, destructive to property, withdrawal or inattentive behavior, disruptive behavior, and

uncooperative behavior. In general, studies show that the SIB-R compares favorably with the Vineland and the ABAS. One of the first reviews after its revision stated that it “set the standard for ease of administration, construction, technical adequacy, scoring efficiency, and assistance with program planning.” An advantage of the instrument is that it thoroughly addresses maladaptive behavior as well as adaptive behavior. Reliability studies of the Full Scale version were generally good, but the Short forms were not found to be as reliable as the Full Scale. Validity studies were generally positive, but again some issues were noted. Cost of the assessment and the high degree of expertise required for assessors are also potential issues.

Vineland Adaptive Behavior Scales, Third Edition (Vineland-3)

The Vineland-3 is an individually administered measure of adaptive behavior. It is widely used to assess individuals with intellectual and developmental disabilities, including autism spectrum disorders, ADHD, intellectual disabilities, traumatic brain injury, hearing impairment, and dementia/Alzheimer’s disease. Domains assessed include communication, daily living skills, socialization, motor skills, and maladaptive behavior. It is appropriate for ages 0 to 90 and older. The Vineland includes interview forms completed by an examiner interviewing the person being assessed, and questionnaires completed by parents/caregivers and teachers of the examinee. Test reviews were generally positive but indicated that the Vineland is not without its limitations. In particular, studies of the test’s reliability produced mixed results and the hand scoring was described as challenging. An article by Sparrow et.al summed up the test as follows, “Overall, the Vineland-3 is an effective and easy-to-administer measure of adaptive functioning. Its varied administrative options, quick administration time, and broad age range make it a measure of choice. Although the measure does present with some limitations, it remains a useful and economical tool for both research and clinical work.”

AUTISM ASSESSMENT TOOLS

Autism assessment tools considered to best match specified review criteria:

Autism Diagnostic Interview-Revised (ADI-R)

The ADI-R is a semi-structured, standardized interview designed to elicit information about social deficits, communication issues, and problematic and repetitive behaviors associated with autism spectrum disorder (ASD). To administer the ADI-R, an experienced clinical interviewer questions a parent or caretaker who is familiar with the developmental history and current behavior of the individual being evaluated. The interview can be used to assess both children and adults, provided their mental age is above 2.0 years. The test publisher website indicates that ADI-R results are useful in diagnosing autism, planning treatment, and distinguishing autism from other developmental disorders. According to the articles cited in the full test review, the ADI-R is one of the most commonly used instruments for assisting in the behavioral diagnosis of autism. It has been described as the “Gold Standard” in autism assessment, especially when given in conjunction with the ADOS-2. Studies are overwhelmingly positive and show strong reliability and validity. One possible concern is that the ADI-R requires between 90 and 150 minutes to administer and score. When combined with the ADOS-2, total testing time can be two or three hours in length. The assessment is available in a number of different languages.

Autism Diagnostic Observation Schedule (ADOS-2)

The ADOS-2 is a semi-structured, standardized assessment instrument that includes play-based activities designed to obtain information in the areas of communication, reciprocal social interactions, and restricted and repetitive behaviors associated with a diagnosis of autism spectrum disorder (ASD). It can be used with a large age range, from toddlers to adults. It is often combined with the ADI-R, which individually and in combination have been called the “gold standard” tests for autism. The ADOS-2 has five modules. The Toddler Module is for children 12 to 30 months who aren’t consistently using phrase speech. Module 1 is for children with limited speech. Module 2 is for those who can speak but aren’t verbal. Module 3 is for verbally fluent children, and Module 4 is for verbally fluent adolescents and adults. The examiner

determines the appropriate module for each examinee then uses planned social situations to trigger target responses and interpersonal interactions. Although the validity and reliability of the ADOS-2 has been documented, test reviews indicated some concern about the standardization sample, which was primarily male, white, and American. Other issues identified in the literature included the extensive amount of time required to administer the test, particularly when it is combined with the ADI-R, and false positives when the measure is used with individuals experiencing psychosis. Cost might also be a prohibitive factor.

Autism assessment tools that were fully reviewed, but NOT identified as a strong match to specified review criteria:

Childhood Autism Rating Scale, Second Edition (CARS-2)

The CARS-2 is a brief, 15-item rating scale that is designed to help identify autism in children. The CARS-2 can reportedly help distinguish autistic children from developmentally disabled children who are not autistic, and provides quantifiable ratings based on direct behavior observation. The CARS-2 includes a Standard Version for use with individuals younger than age 6 and those with communication difficulties or below average estimated IQs; a High Functioning Version for use with verbally fluent individuals ages 6 and older with IQ scores above 80; and a questionnaire for parents or caregivers that is an unscored scale. According to the publisher, reliability of the CARS-2 has been determined to be “adequate.” Validity studies cited in the full test review indicate that the CARS-2 has a relatively strong relationship with the ADI-R and the ADOS-2. Concerns identified in available test reviews mostly involved use of the CARS as a lone indicator of autism. One study concluded that it should be considered a “supplementary diagnostic tool.” The brevity of the instrument and the limited training and qualification requirements raise related concerns.

SOCIAL/EMOTIONAL/BEHAVIORAL ASSESSMENT TOOLS

Social/emotional/behavioral assessments considered to best match specified review criteria:

BECK Scales (BDI-2, BAI, BSSI)

The Beck Scales were developed and then validated to assist in reliable patient evaluations. Research indicated that the scales are widely used to identify patients with depression, anxiety, or suicidal tendencies even in populations with overlapping physical and/or medical problems. The **Beck Depression Inventory** is a tool for screening, diagnosing, and monitoring therapeutic progress. It consists of 21 items to assess the intensity of depression in clinical and normal patients. Each item is a list of four statements arranged in increasing severity about a particular symptom of depression. The **Beck Anxiety Inventory** is specifically designed to reduce overlap and measure the symptoms shared between depression and anxiety scales. Patients respond to 21 items rated on a scale from 0 to 3. Each item is descriptive of subjective, somatic, or panic-related symptoms of anxiety. The **Beck Scale of Suicide Ideation** measures attitudes and behaviors that clinicians routinely consider when assessing a patient’s suicide risk. It can be administered when there is any suspected suicidal intent. A high score indicates the necessity for detailed questioning about a patient’s intentions. Responses on items about deterrents, plans, and the patient’s level of revealing suggest areas for discussion and therapeutic focus. It is recommended that the Suicide Ideation scale be administered with the Beck Depression Inventory. All three assessments are inventories completed with or by the patient. Ratings in each subject area give the total score, which will determine level of difficulties and inform programming. Each inventory takes between five and ten minutes to complete. Test reliability and validity is reportedly good for the BDI and the BAI, but one test review included in the full test review for the BECK scales stated that test-retest reliability and predictive validity were questionable on the BSS, although further research showed that the BSS had moderately high internal consistency with Cronbach alphas ranging from .84 to .89. The BSS is

one of the few assessment tools to have documented predictive validity for death by suicide. (Suicide Risk Assessment Guide, Ontario Hospital Association). Both studies of the Turkish and German versions of the BSS found acceptable validity and reliability. Overall, journal reviews for all three measures (BDI, BAI, and BSS) were positive.

Behavior Assessment System for Children/Third Edition (BASC-3)

The BASC-3 was designed for use in schools or clinical settings with children who are experiencing behavioral or emotional difficulties. According to the publisher's website, it is the most widely used test for identifying and managing behavioral and emotional strengths and weaknesses. The assessment includes a set of rating scales and forms that measures both clinical and adaptive dimensions of behavior and personality. The system analyzes the child's or adolescent's behavior from three perspectives – teacher, parent, and self-report, making it easier to create a complete picture of the individual being examined. It also provides a collection of evidence-based interventions designed to help remediate emotional and behavioral problems experienced by children and adolescents, ages two years to 21. The teacher and parent rating scales have the following composites: Adaptive Skills, Behavioral Symptoms Index, Externalizing Problems, Internalizing Problems, and School Problems. The Self-Report rating scales have these composites: Emotional Symptoms, Inattention/Hyperactivity, Internalizing Problems, Personal Adjustment, and School Problems. The website and test reviews indicate that the BASC-3 has a strong base in theory and research and that it demonstrates acceptable reliability and validity. The assessment has proven to be useful in identifying behavior problems as required by IDEA, and for developing FBAs, BIPs, IEPs, and treatment plans. It assists with differential diagnosis such as hyperactivity and attention problems and helps determine educational eligibility for special education. It also highlights emotional and behavioral strengths—not just behavior problems. Although a few reviews identified possible issues, in general, test and journal reviews support the soundness of this instrument.

Behavior Rating Inventory of Executive Function, Second Edition (BRIEF-2)

The BRIEF-2 is a set of questionnaires for parents, teachers, and older students (ages 11-18) designed to evaluate executive function in children ages 5 to 18 from multiple perspectives. Theoretically and statistically derived scales measure such aspects of behavior as the ability to control impulses, move freely between situations, moderate responses, anticipate future events, and keep track of the effect of one's behavior on others. The publisher's website indicates that the BRIEF-2 is useful when working with children with learning disabilities; attention disorders; traumatic brain injuries; and other developmental, neurological, psychiatric, and medical conditions. Normative data for the BRIEF-2 was based on a nationally representative sample of 3,600 cases, including children with developmental and acquired neurological disorders (ADHD, traumatic brain injury, Tourette syndrome, intellectual disabilities, localized brain lesions, and high functioning autism). The test is quick and easy to administer (10 minutes) and score (15 minutes). Information is gathered from multiple sources including the teacher, the parent, and the child themselves, providing a more complete picture of the examinee. The manual states that the BRIEF-2 should be interpreted by individuals with a degree or license to practice in medicine, nursing, psychology, social work, occupational therapy, or other allied professions. Free training is available on the publisher website, which is linked in the full test review. The BRIEF-2 test information claims good reliability and validity and test reviews confirm this, although the previous version reportedly had some technical limitations. Reviews of the BRIEF-2 were generally very positive, and one review called the technical properties of the instrument "quite exceptional."

Child and Adolescent Functional Assessment Scale (CAFAS)

The CAFAS is a rating scale that measures the degree of behavioral and emotional impairment across domains in children and adolescents. According to the publisher, the CAFAS is the "gold standard" for assessing a youth's day-to-day functioning and for tracking changes in functioning over time. CAFAS is widely used to inform decisions about type and intensity of mental health treatment, level of care, placement, and need for referral for children in kindergarten through 12th grade who are suspected of being at risk for emotional, behavioral, substance use, psychiatric, or psychological problems. The CAFAS includes three forms: the CAFAS Interview, CAFAS Checklist for Adult Informant; and the CAFAS Checklist for Youth Informant. There are eight subscales on the CAFAS corresponding with functioning domains in the child's daily life: School, Home, Community, Behavior Toward Others, Moods and Emotions, Self-Harmful Behavior, Substance Use, and Thinking. Scoring is available online for use by

trained practitioners. According to the publisher (who backs up these claims with a separate technical document), the CAFAS's psychometric properties have been "investigated extensively with diverse samples of youth." "Studies have found considerable evidence of the reliability and validity of the CAFAS." The CAFAS is presently used or has been used in 31 states, primarily by agencies serving individuals with mental health needs. Overall, journal and test reviews were favorable for the CAFAS although the studies were somewhat dated (2014 to 2016) and not all reviews were positive. One study concluded that the CAFAS did not provide as "nuanced" information as the BASC. Another stated that "In this paper, the technical merits of the CAFAS were closely examined, with the conclusion that empirical evidence is lacking to support its valid use in making the types of treatment decisions for which it is currently being employed across the nation." (Bates, The Child and Adolescent Functional Assessment Scale (CAFAS): Review and Current Status, *Clinical Child and Family Psychology Review* 4 (1):63-84, April 2001.)

https://www.researchgate.net/publication/11949886_The_Child_and_Adolescent_Functional_Assessment_Scale_CAFAS_Review_and_Current_Status. Researchers were unable to locate information about the development or norming of the CAFAS, making it difficult to determine whether the instrument is appropriate for the population served by the South Carolina Department of Disabilities and Special Needs.

Patient Health Questionnaire (PHQ-9)

The PHQ-9 is a multipurpose instrument for screening, diagnosing, monitoring, and measuring the severity of depression. It incorporates DSM-IV depression diagnostic criteria with other leading major depressive symptoms into a brief self-reporting tool which rates the frequency of the symptoms. The PHQ-9 can be used with adults and children as young as 12. It can function as a screening tool, an aid in diagnosis, and as a symptom tracking tool that provides information about a patient's overall depression severity as well as the improvement of specific symptoms with treatment. The assessment is administered by health care professionals in an interview format or completed by the patient. The PHQ-9 is available online at no cost and the instrument is quick and easy to administer and score. Reliability and validity were established in a number of studies and test reviews were generally positive and supported the use of the PHQ-9. According to the January 2021 Journal of Affective Disorders, "International guidelines recommend screening for depression and the Patient Health Questionnaire (PHQ-9) has been identified as the most reliable screening tool." No information was located specific to the use of the instrument with the populations served by the South Carolina Department of Disabilities and Special Needs.

Social/emotional/behavioral assessments that were fully reviewed, but NOT identified as a strong match to specified review criteria:

Connors' Adult ADHD Rating Scales (CAARS) and Connors 4th Edition (Connors 4)

The Connors' rating scales for adults (CAARS) and children (Connors 4) provide assessments of behaviors and symptoms associated with ADHD. The Connors 4 is appropriate for children ages 6 to 18 and the CAARS for adults ages 18 and older. The Connors 4 involves six scales: inattention/ executive dysfunction, hyperactivity, impulsivity, emotional dysregulation, depressed mood, and anxious thoughts. The CAARS contains four subscales: inattention/memory problems; hyperactivity/restlessness; impulsivity/emotional lability; and problems with self-concept. Three symptom subscales are also included: Inattention symptoms, hyperactive/impulsive symptoms, and total ADHD symptoms. The forms are completed by parents/caregivers or by the individual being assessed and are scored and interpreted by medical professionals. Both Connors' scales established adequate reliability and validity, although the latest revision of the Connors 4 came out in July of 2022 and no current journal test reviews specific to the revision were available. The two journal reviews for the CAARS that are included in the full test review were somewhat positive but offered suggestions for improvement. Researchers were concerned that the narrowness of the construct assessed by these tools limited their usefulness for the population served by the South Carolina Department of Disabilities and Special Needs. Other assessments (e.g., the BASC-3 and the BRIEF-2) are available that address ADHD as well as a number of other constructs.

SPEECH/LANGUAGE ASSESSMENT TOOLS

Speech/language assessments considered to best match specified review criteria:

Clinical Evaluation of Language Fundamentals—Fifth Edition (CELF-5)

The CELF-5 is a flexible and comprehensive battery of tests used to assess receptive language, expressive language, language structure, and language content in students ages 5-21. The target population for this test is children with suspected language disorders, including those with autism spectrum disorder (ASD) and developmental disabilities. Using the structured tasks in the assessment as well as observation and interaction-based tasks, clinicians can pinpoint an individual's strengths and weaknesses in order to make placement and intervention decisions. Subtests cover Sentence Comprehension, Linguistic Concepts, Word Structure, Word Classes, Following Directions, Formulated Sentences, Recalling Sentences, Understanding Spoken Paragraphs, Word Definitions, Sentence Assembly, Semantic Relationships, Reading Comprehension, and Structured Writing. The assessment system includes a Pragmatics Profile and Pragmatics Activities Checklists as well as Observational Rating Scales. It is suggested that a CELF-5 language assessment begin with the Observational Rating Scale, which guides the observation of naturalistic speech, language, and communication behaviors. The results of the observational scale can then be used to initiate individualized instruction and guide decisions about which parts of the CELF-5 would produce the most useful information. The CELF-5 is a widely used assessment that has a number of strengths. It is designed specifically for the population served by the South Carolina Department of Disabilities and Special Needs. It is highly flexible in that test administrators can choose to administer the complete test battery or only those portions most appropriate for the examinee. There is a great deal of evidence for the technical adequacy of the test, with few concerns identified in the literature. The CELF-5 is comprehensive, with measures that include structured, interactive, and observational/interview-based tasks. Finally, it is available in print and digital editions (on Q-global and Q-interactive) and can even be administered remotely.

Peabody Picture Vocabulary Test (PPVT-5) and Expressive Vocabulary Test (EVT-3)

The Peabody Picture Vocabulary Test is a widely used norm-referenced and individually administered measure of receptive vocabulary based on words in Standard American English. The target population for this assessment is individuals with possible receptive language disorders, children with special needs, and children with physical disabilities. It is not appropriate for non-English language speakers. The test administrator shows the test taker a series of pages of full color images. Each page features four pictures, and the test administrator says a word that describes one of the four pictures. The test taker is asked to identify which one of the four pictures is being described. The PPVT-5 takes approximately 10-15 minutes to complete and is described in the literature as more of a screening instrument than a diagnostic one. Limited information is available from the test when it is used alone to assess language, but it can be used effectively in combination with other language assessments or be used to indicate if more diagnostic testing is warranted. Reliability and validity have been established for this measure.

The Expressive Vocabulary Test is a norm-referenced and individually administered test of expressive vocabulary and word retrieval based on words in Standard American English. Examinees are asked to look at a picture and respond to a prompt that requests that they say what the picture represents or provide a synonym for the image. The exam takes approximately 10-15 minutes to complete. According to the test manual, studies of the EVT have produced moderate to strong reliability and validity, but a review of the literature indicates that its use with children may be better supported than its use with adults. The PPVT and the EVT are co-normed to allow comparison of a test taker's expressive and receptive vocabulary skills. According to the test manuals, both assessments are appropriate for ages 2 years, 6 months to 90 years and older, although The Twenty-first Mental Measurement Yearbook indicated a concern with using the EVT with adults. In a paper on Neuropsychological Assessment in Autism Spectrum Disorder (ASD; Current Psychiatry Reports, 2021), the need for these two measures for ASD individuals is described as follows: "As quantifying verbal ability is critical to the development of appropriate treatment recommendations, measures of expressive (e.g. Expressive Vocabulary Test, 3rd

Edition) and receptive (Peabody Picture Vocabulary Test, 5th Edition) vocabulary are important aspects of neuropsychological batteries and are worth attempting even in children with minimal language.”

Speech/language assessments that were fully reviewed, but NOT identified as a strong match to specified review criteria:

Oral and Written Language Scales, Second Edition (OWLS-II)

According to the publisher’s website, the OWLS-II offers an integrated, global approach to language assessment. The Listening Comprehension and Oral Expression Scales assess receptive and expressive oral language. The Written Expression Scale measures the expressive aspects of written language. The Reading Comprehension Scale measures the receptive aspects of written language and, according to the publisher, is effective in identifying language factors that may be affecting reading comprehension. This assessment is intended for students with language disorders or learning disabilities and related difficulties. There are five composites: Oral language, Written Language, Receptive Processing, Expressive Processing, and Overall Language Processing. The stated purposes of the assessment are to identify individuals who might qualify for special education services, aid in targeting interventions, and monitor progress. A review of the literature indicated that test reviews were generally positive; however, the reviews that were located were all at least 8 years old. Nothing was identified that would call into question the technical adequacy of the assessment or its effectiveness in serving its intended purposes. However, when comparing the measure to the established criteria, there appeared to be a possible disconnect between the demands of two of the four the subtests and the population served by the South Carolina Department of Disabilities and Special Needs.

Test of Language Development-Primary: Fifth Edition (TOLD-P:5) AND Test of Language Development-Intermediate: Fifth Edition (TOLD-I:5)

The TOLD-P:5 and the TOLD-I:5 are individually administered, norm-referenced tests that assess oral language in children and adolescents. The TOLD-P:5 is for use with children ages 4 years to 8 years, 11 months, and the TOLD-I:5 is for use with children ages 8 years to 17 years, 11 months. Both tests claim to identify children who are significantly below their peers in oral language proficiency and identify strengths and weaknesses in their oral language skills. There are four major dimensions of language covered by both tests: semantics and grammar, listening, organizing, and speaking. Information regarding the reliability and validity of the two measures is included on the publisher’s website, but no independent reviews specific to the 5th editions of the two tests were located that could confirm or refute the publisher’s claims. The TOLD-P:5 was reviewed in the Twenty-first Mental Measurements Yearbook and that review was generally positive, but without additional independent reviews of the two measures, it was difficult to determine the extent to which they met specified review criteria. Additionally, the task demands for a number of the subtests on the TOLD-I:5 (e.g., Sentence Combining, Word Ordering, Multiple Meanings) seemed out of sync with the assessment needs of the population served by the the South Carolina Department of Disabilities and Special Needs.

DEVELOPMENTAL SKILLS ASSESSMENTS FOR CHILDREN

Developmental skills assessments for children considered to best match specified review criteria:

Assessment of Basic Language and Learning Skills (ABLLS-R)

The ABLLS-R is described on the publisher’s website as an assessment tool, curriculum guide, and skills-tracking system used to help assess and teach language and critical learning skills for children (ages birth to 12) with autism or other developmental disabilities. It covers 544 skills grouped into four major areas: 1) Basic language and learner skills; 2) Academic Skills; 3) Self-help skills; and 4) Motor skills. The ABLLS-R relies on input from several sources and takes place over a period of time, resulting in a rather lengthy administration time of up to three hours. It can be used by parents or educators without training

as a tool in developing goals for a child's academic/educational program or IEP. It also provides data from repeated administrations, which facilitate tracking progress toward those goals. The ABLLS-R is individually administered and criterion-referenced. It is not designed to compare the child's skill or achievement to a standardized peer group. No age norms, standard scores, or group comparison data are provided. The test developer does provide evidence of reliability and validity, and reviews were generally positive. However, there was some question concerning possible differences in the scores of tests administered by untrained parents as opposed to those administered by educators with assessment experience. A web-based version of the assessment system is available.

Brigance Inventory of Early Development III (IED III) Standardized

According to distributors' websites, the Brigance IED III is a comprehensive tool aligned to state and national standards as well as IDEA requirements. It is widely used in schools to identify developmental strengths and weaknesses and to inform further testing for students with special needs. There are both criterion-referenced and standardized versions available. The IED III Standardized contains 55 norm-referenced assessments, which allow users to compare a child's performance to that of a nationally representative sample of children the same age. This tool reportedly produces standardized scores, which can be used for benchmarking, standardized reporting, and providing documentation to support referrals. The assessment is appropriate for children ages birth to seven years and for non-disabled children as well as children who may have developmental delays or disabilities. Five domains are assessed: physical development (gross and fine motor skills); language development (receptive and expressive language skills); academic skills/cognitive development (literacy and mathematical skills); adaptive behavior (daily living skills); and social and emotional development (interpersonal and self-regulatory skills). Available test reviews and information found on distributors' websites indicate that there is evidence of reliability and validity. The measure's widespread use, its focus on the evaluation of developmental strengths and weaknesses in a number of relevant domains, and flexibility in its administration make the IED-III a potentially useful tool.

February 22, 2023

Parameters for Piloting the New Acuity Assessment Instrument(s): Decisions and Decision Points

Task 3 – Assessment Design

Provide research-based recommended standards and procedures for piloting and implementing the new assessment instrument(s). The standards and procedures should consider allocation of resources, standardization of care delivery, setting cut-offs, and both process and outcomes measures that the Agency should monitor/measure.

The following decisions and decisions points (TBD) reflect discussions designed to focus the purpose, scope, and parameters of the Acuity instrument(s) pilot study.

- **Goal for the new Acuity instrument(s):** The primary purpose is to realign the current tier system (move from location based to client needs based) which will have direct impact on placement and funding decisions.
- **Domain:** Supports Needs Assessment
- **Instrumentation:** (TBD): Still pending is whether one or multiple instruments will be piloted (individually or in combination) or whether commercial or state developed instruments will be piloted. The review of state practices across the U.S. showed both strategies were common. (Impacting this decision is review of three state developed instruments currently being scheduled: Missouri, Ohio, Oregon.)
- **Locus of Service:** Residential
- **Population:** Primary focus will be on residential, age 18 and above, starting with the current residential population and expanding to new residents as naturally occurring.
- **Tiers:** As goal is to revise the current tier model, residents across the current tier spectrum will be sampled.
- **Timing:** The pilot will begin in Fall 2023 with the goal to have at least some preliminary results in Spring 2024.
- **Assessors:** To ensure lack of bias and increase reliability and consistency, independent contractors will be employed.


- **Demographics:** The following characteristics will be used to define the pilot sample population:
 - All *regions*, per the existing classification system
 - *Race/ethnicity*
 - *Languages:* English and Spanish
 - *Providers:* size, resources, tiers supported

- **Technical Considerations:**
 - The following factors will be used to evaluate the technical quality of the instrument(s): reliability, validity, bias, across the tiers and demographics, especially at the proposed new cut scores.
 - *Sample size*—10% representative sample with a minimum of 25-50 cases in each tier (dependent on overall percentage of residential population); determining sample size is a function of technical needs, buy-in across all stakeholders, and budget.
 - *Validation Criteria:* Multiple criteria will be incorporated to determine the validity of the cut scores associated with the revised tier system:
 - Agreement with current placements
 - Analysis of where disagreements occur against the current placements
 - Expert reviews: 25% “read-behinds”

- **Budget*:** (TBD) The following costs will be incurred by the pilot:
 - Instrumentation (cost varies by instrument)
 - Independent assessors (hiring, training, travel, stipends)
 - Data analysis
 - Cut score development
 - Reporting
 - Project management (scheduling, recruiting, tracking, etc)

* *Need to differentiate between internal (to DDSN) and external (consultant) budget*

Assessment Name	Year Established	Cost	Ages Assessed	Administration Time	Training Required for Administration	DDSN Comments	Final Decision
Charting the LifeCourse Nexus	2020	Free	1+	Since the tools are a series of tools and different of those tools can be selected for use, no set administration time was provided	Training/inservice and ongoing support is available through UMKC and is customized to the needs of the state. Following is a link to slides from a training provided in Massachusetts. https://www.mass.gov/doc/charting-the-lifecourse-integrated-supports-for-a-good-life/download Additionally, a number of videos are available on the LifeCourse website.		
Child and Adolescent Needs and Strengths (CANS)	2021	Free	0-21	Two hours is the recommended administration time	According to the publishers, with approved training, anyone with a bachelor's degree can learn to complete the tool reliably, although some applications or more complex versions of the CANS require a higher educational degree or relevant experience. Annual training and certification is required for both the providers who administer the CANS Comprehensive and their supervisors. Additional training is available for "CANS super users" who become experts in CANS administration and scoring, and in its use in the development of service or recovery plans		
Functional Assessment Standardized Items (FASI)	2015	Free	18+	Varies depending on the items selected for use and any additional items added by the state.	FASI allows for a variety of assessors who may complete the items with a modest amount of web-based training.		
InterRAI Assessment Suite	2010	Yes	18+	Approximately an hour	The InterRAI publishers offer training to assessors though the amount must be negotiated. No certification for assessors results from this training		
Supports Intensity Scale (SIS)	2004	Yes	May-72	2 and 2.5 hours to complete.	AAIDD recommends that the SIS be administered by a professional who has completed a 4-year degree program and is working in the field of human services. However, the website states that others who have experience conducting individual assessments and who also possess an extensive knowledge of behavior rating or psychological testing principles can also administer the assessment.		
World Health Organization Disability Assessment Schedule (WHODAS-2)	2010	Free	18+	The shortest version of WHODAS 2.0 can be self-administered in around 5 minutes, and administered by an interviewer in approximately 20 minutes	The different versions can be administered by a lay interviewer, by the person themselves, or by a proxy (i.e. family, friend or carer)		
Missouri Adaptive Ability Scale (MAAS)	2021	Free	1+	approximately one hour	Missouri employs two trainers who work with individuals new to the assessment. As part of the training process learners are able to observe the test being administered to actual applicants, then are themselves observed administering the assessment. Potential test administrators must demonstrate competence before they are allowed to administer the assessment independently.		

	<h2 style="margin: 0;">State of South Carolina</h2> <h3 style="margin: 0;">Request for Proposal</h3>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Solicitation:</td> <td style="padding: 2px;">5400026216</td> </tr> <tr> <td style="padding: 2px;">Date Issued:</td> <td style="padding: 2px;">11/16/2023</td> </tr> <tr> <td style="padding: 2px;">Procurement Officer:</td> <td style="padding: 2px;">VALERIE DUNCAN</td> </tr> <tr> <td style="padding: 2px;">Phone:</td> <td style="padding: 2px;">803-898-9666</td> </tr> <tr> <td style="padding: 2px;">E-Mail Address:</td> <td style="padding: 2px;">valerie.duncan@ddsn.sc.gov</td> </tr> <tr> <td style="padding: 2px;">Mailing Address:</td> <td style="padding: 2px;">SCDDSN - Central Office Attn: Receiving 3440 Harden Street Ext. Columbia SC 29203</td> </tr> </table>	Solicitation:	5400026216	Date Issued:	11/16/2023	Procurement Officer:	VALERIE DUNCAN	Phone:	803-898-9666	E-Mail Address:	valerie.duncan@ddsn.sc.gov	Mailing Address:	SCDDSN - Central Office Attn: Receiving 3440 Harden Street Ext. Columbia SC 29203
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Mailing Address:	SCDDSN - Central Office Attn: Receiving 3440 Harden Street Ext. Columbia SC 29203													

DESCRIPTION: **ACUITY TOOL RESEARCH**

USING GOVERNMENTAL UNIT: **SC Department of Disabilities and Special Needs**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **12/21/2023 10:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/04/2023 10:00 AM** (email questions to valerie.duncan@ddsn.sc.gov)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) electric copy submitted online**
One (1) electronic copy of the redacted Technical Proposal submitted online
One (1) electronic copy of the Technical Proposal submitted online
One (1) electronic copy of the Cost Proposal submitted online

Initial here if NO redacted copy is necessary _____

CONFERENCE TYPE: Not Applicable DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on 01/18/2023 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
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AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
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TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
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PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>
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OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p align="right">_____ Area Code - Number - Extension Facsimile</p> <p align="right">_____ E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

PREFERENCES DO NOT APPLY

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

PREFERENCES DO NOT APPLY

____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address **(check only one)**

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ONLINE

All Offerors desiring to respond to this solicitation can register and submit their response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov> . If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor user id and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids online.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the “My Notes” tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001, Select Option 1, then Option 2

Monday – Friday {8:00 A.M. – 4:30 P.M. (EST)}

Offeror instructions can be found at:

<http://procurement.sc.gov/PS/vendor/PS-vendor-submitting-offers.phtm>

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

SCDDSN Procurement Office
3440 Harden Street Extension
Columbia, S.C. 29203

Physical Address:

SCDDSN Procurement Office
3440 Harden Street Extension
Columbia, S.C. 29203

1. Offerors shall submit their bid in a sealed package.
2. The solicitation number and opening date must appear on the package exterior.
3. Offerors shall submit one (1) copy.

If you are hand delivering your bid, you must drop it off at the receiving door in the back of the building. Please ring the doorbell to the right as you are standing at the door for assistance. Package must be marked as indicated above and received by the time and date indicated on page 1. Late packages will NOT be accepted.

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

The South Carolina Disabilities and Special Needs is soliciting proposals from qualified consultants to pilot an identified level of need assessment instrument in South Carolina among DDSN-eligible individuals receiving residential services. The pilot will require norming of the assessment instrument for the South Carolina population and those eligible for residential services in South Carolina, coordinating training of assessors for the pilot, ensuring appropriate Spanish translation of the assessment and other activities necessary for pilot implementation, and providing recommendations to ensure the assessment effectively discriminates by level of need to ensure appropriate funding.

The Agency is an independent agency in state government designated as the State's Intellectual Disability or Related Disability, Autism, and Head and Spinal Cord Injury or Similar Disabilities authority. The Agency's mission is to assist people with disabilities and their families through choice in meeting needs, pursuing possibilities, and achieving life goals, and to minimize the occurrence and reduce the severity of disabilities through prevention. The Agency serves over 37,000 people with disabilities through local Disabilities and Special Needs Boards and other qualified providers (approximately 98%) and Regional Centers (approximately 2%).

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

This is a one (1) year contract with one (1) one (1) year renewal period. The maximum contract term is two (2) years.

Start date: **01/30/2024** End date: **01/29/2026**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

**** PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION. IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: "THIS IS NOT AN OFFER", YOU WILL BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.**

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for

determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

Please address emails to Valerie.duncan@ddsn.sc.gov and put the solicitation number and name in the subject line. Submit questions in word format or a format that is easily copied to a word document. DO NOT submit questions in a chart.

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

- (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.
- (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- (f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/>

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and

economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (MODIFIED)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select Vendor Registration (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID & Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and on Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](#) or S.C. Department of Revenue [Withholding \(sc.gov\)](#))

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) (FEB 2015)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
 - (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
 - (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.
- [02-2B040-2]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer on-line See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

#1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

#2 Follow the general user instructions posted [at www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Doing Business with Us" and then "Submitting Offers."

#3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

#4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

(c) If you have problems entering an on-line offer, you must contact the SCEIS Help Desk for assistance at (803) 896-0001 and follow the prompts. You may also contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/>. Do not contact the Procurement Officer with problems entering an offer into the system. Only questions regarding the solicitation document should be addressed with the Procurement Officer.

(d) Do not wait until the last minute to submit your offer. If an on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to protest-mmo@mmo.state.sc.us,
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina (SC) Department of Disabilities and Special Needs (DDSN), hereinafter referred to as the Agency, plans, develops, oversees, and funds services for South Carolinians with:

- intellectual disability and related disabilities,
- autism spectrum disorder,
- traumatic brain injury, and
- spinal cord injury (and similar disability).

The Agency's mission is to assist people with disabilities and their families in meeting needs, pursuing possibilities, and achieving life goals, and to minimize the occurrence and reduce the severity of disabilities through prevention. To help meet that mission, the Agency is seeking a qualified offeror to pilot an identified level of need assessment in SC. This pilot project will require: 1) norming of assessment for the SC population and the population of individuals eligible for Agency services, 2) coordinating training of assessors for the pilot, 3) ensuring appropriate Spanish translation of the assessment and other activities necessary for pilot implementation, and 4) providing recommendations to ensure the assessment effectively discriminates by level of need so appropriate funding is attached to level(s) of need.

Provide a complete description of Offeror's proposed methodology, including applicable industry standards and best practices for each task. Each Offeror's proposal should specifically address responses to the following:

The Scope of Work shall include, but may not be limited to, the following tasks:

1. Pilot a level of need assessment identified by the Agency in a subset of individuals that are receiving residential habilitation services through Home and Community Based (HCB) waivers operated by the Agency and administered by the SC Department of Health and Human Services (DHHS) or residing in intermediate care facilities for individuals with intellectual disabilities (ICF/IID). As part of the pilot, which has been designed for implementation, the offer will be responsible for:
 - a. Ensuring pilot project plan is reasonable and meets the Agency's needs.
 - b. Norming the assessment for the SC population and the population eligible for Agency services. The norming process should consider demographics, eligibility categories, and other characteristics deemed appropriate and relevant by both the Agency and the offeror.
 - c. Coordinating training of assessors for the pilot project.
 - d. Ensuring Spanish translation of the assessment for pilot implementation. The Agency can offer support for translation of the assessment through SC vendors under state contract, but the offeror must ensure that the assessment can be provided to Spanish-speaking individuals eligible for Agency services.
 - e. Providing recommendations for rolling out the assessment to all individuals eligible for Agency services, to include modifications to the assessment, development of training materials for the assessors, and considerations for large-scale implementation.
 - f. Analyzing data collected during pilot project in coordination with the Agency to develop thresholds/cut-points that equate to residential tiers. As part of data analysis, assess completeness and quality of data for pilot participants.
 - g. Sub-contracting with assessment developer(s) and the pilot developer(s), if applicable, for technical assistance.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

SC Department of Disabilities and Special Needs
3440 Harden Street Ext.
Columbia, SC 29203
[03-3030-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:
[04-4005-1]

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the DDSN's best interests.

The agency reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information may render your proposal as non-responsive.

The contents of the proposal response shall include the items below. Please structure your proposal response in the same order in which the information is listed. Please refrain from using hyperlinks. Prospective offerors should submit the following information for purposes of evaluation.

A. Introductory Documents

- Cover Page of this solicitation- Page 1 of Offeror's Proposal
- Page two of this solicitation- Page 2 of Offeror's Proposal
- Provide a summary of your company and its history in 300 words or less. Additionally, provide your company's principal business, ownership, and how long your company has been in the business of providing Consulting Services.
- Attachment 1 – HIPPA Business Associate Agreement

B. Ability to Perform

- Identify the location of your business office, your corporate location, and if your organization is locally owned and operated.

C. Experience and Performance (Past and Current)

- Provide information that demonstrate expertise through a combination of both education, training, and experience in all of the following: measurement, statistical analysis, evaluation, psychiatry, medical evaluation, and background working with and/or studying individuals with disabilities from childhood through adult. Individuals performing the SOW should possess a doctorate in the areas in which they shall perform work as well as documented work experience.

D. Approach and methodology to executing solution and/or performance

- Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the firm will approach the project and the methodology to be used to perform the services or obtain the solution as described or outlined in the Scope of Services. Please include a timeline that addresses the phases referenced in the scope of work.

E. Pricing Schedule

- Price proposal must be submitted as a separate attachment/file. NO PRICING DATA IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
<http://osmba.sc.gov/directory.html>
[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

- **Successful offeror must demonstrate expertise through a combination of education, training, and experience in the following areas: measurement, statistical analysis, evaluation, psychiatry and/or psychology, psychometric training, medical evaluation, instrument development. The offeror should have a background working with and/or studying individuals with disabilities from childhood through adult.**
- **Individuals performing the Scope of Work should possess a doctorate in the areas in which they perform work, as well as documented work experience in the areas listed in the Scope of Work.**
- **Offeror may meet the expertise requirements through direct staff or through designated contractor agreements.**

Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

If requested by the Procurement Officer, you shall submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact** . In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

The Evaluation Criteria Table

CRITERIA	POINTS
Technical Proposal/Approach	40
Qualifications	35
Background	10
Business Proposal/Pricing	20
TOTAL POSSIBLE POINTS	100

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EFT INFORMATION (FEB 2021)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at: <https://treasurer.sc.gov>. The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.[07-7A055-4]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property

Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.
[07-7B102-1]

INDEMNIFICATION- INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to

become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

LIMITATION OF LIABILITY -- SINGLE AGENCY (MAY 2020)

- (1) Contractor's liability for damages to the Using Governmental Unit shall not exceed [*a dollar amount*].
- (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.
- (3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor.
- (4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.
- (5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed [*a dollar amount*]. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.
- (6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is One (1) year, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of One (1) year, month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

- Offeror's shall include an offeror fixed price for services broken out by deliverable milestone and then one lump sum total. The offeror fixed price shall include all costs - including staff time for all sessions and preparation costs.
- Offeror's shall provide an expense schedule with itemized cost estimates for travel in accordance with the Federal Travel Regulations, and other reimbursable and expendables, each stated as a not-to-exceed price.
- **Offeror shall submit as part of their pricing section this page. This page will be placed as the cover/first page of the detailed price proposal (by deliverable milestone).**

Price proposal must be submitted as a separate attachment/file. NO PRICING DATA IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1.000	each		
Product Catg.: 91832 - Consulting Services (Not Otherwise Classified)				
Item Description: Consulting Services (Not Otherwise Class				
Internal Item Number: 1				

** Total cost for Acuity Tool Research Consulting Services for the State of South Carolina:

\$ _____

**** In the Unit price and Extended Price Box(es), please indicate your Total Cost in the SCEIS System.**

IX. ATTACHMENTS TO SOLICITATION

Attachment 1 – HIPPA Business Associate Agreement

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.


Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov**

[09-9005-5]

	<p align="center">State of South Carolina</p> <p align="center">Request for Proposal</p> <p align="center">AMENDMENT 1</p>	<p>Solicitation: 5400026216 Date Issued: 01/24/2024 Procurement Officer: VALERIE DUNCAN Phone: 803-898-9666 E-Mail Address: valerie.duncan@ddsn.sc.gov Mailing Address:</p>	<p>SCDDSN - Central Office Attn: Receiving 3440 Harden Street Ext. Columbia SC 29203</p>
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DESCRIPTION: **ACUITY TOOL RESEARCH**

USING GOVERNMENTAL UNIT: **SC Department of Disabilities and Special Needs**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **02/13/2024 10:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/04/2023 10:00 AM** (email questions to valerie.duncan@ddsn.sc.gov)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) electric copy submitted online**
One (1) electronic copy of the redacted Technical Proposal submitted online
One (1) electronic copy of the Technical Proposal submitted online
One (1) electronic copy of the Cost Proposal submitted online

Initial here if NO redacted copy is necessary _____

<p>CONFERENCE TYPE: Not Applicable DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>		<p>LOCATION: Not Applicable</p>	
<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 02/28/2024. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>		
<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>			
<p>NAME OF OFFEROR (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>		
<p>AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>		
<p>TITLE (business title of person signing above)</p>	<p>STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>		
<p>PRINTED NAME (printed name of person signing above)</p>	<p>STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)</p>		
<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>			

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

The following changes are being made to Solicitation# 54000026216 via this amendment:

Solicitation responses opening date is hereby changed as follows:

Original opening date: Thursday, December 21, 2023 @ 10:00 AM

Changed to

New opening date: Tuesday, February 13, 2024 @ 10:00 AM

The following is the response to submitted questions:

**Response to Questions
Solicitation# 5400026216
Acuity Tool Research**

Q1. In order for a vendor to propose the best methods and analyses needed, can the State please provide a copy of the identified level of need assessment to be piloted as well as the previous outcomes, testing, and history behind the design and use of the assessment to be piloted? _

A1. An assessment tool has been identified by the DDSN but cannot be shared at this time.

Q2. Does the State seek for the vendor to provide the “assessors” for the pilot, or does the State foresee current staff working with the disabled and special needs clients assisting the vendor with administering the assessment to clients and serving as the assessors?

A2. DDSN will assist with finding assessors for this pilot.

Q3. Can the State please share the number of possible new clients seeking services that might be available to complete the assessment within the first six months of the pilot project contract?

A3. The project does not include "new clients seeking services" but instead includes people who are currently receiving Residential Services.

Q4. Does the State have the assessment tool to be piloted on or capable of being entered into a State-owned or licensed survey platform and available for this project, or does the State seek for the vendor to provide a survey platform for the data collection?

A4. The tool DDSN wishes to utilize does not require a survey platform.

Q5. Is participation of a Minority Business required, and if or if not, will extra points be provided to a vendor who is or has a subcontractor who is a Minority Business?

A5. No, Minority Business participation is not required. No, Offeror(s) will not receive extra points and/or preferences for minority participation.

RE: Grounds of Protest and Requested Relief for RFP Solicitation 5400026216

The South Carolina Department of Disabilities and Special Needs (SCDDSN) issued a solicitation for a second phase of its acuity tool efforts in November 2023. Solicitation 5400026216 was issued with the following purpose: “The South Carolina Disabilities and Special Needs is soliciting proposals from qualified consultants to pilot an identified level of need assessment instrument in South Carolina among DDSN-eligible individuals receiving residential services. The pilot will require norming of the assessment instrument for the South Carolina population and those eligible for residential services in South Carolina, coordinating training of assessors for the pilot, ensuring appropriate Spanish translation of the assessment and other activities necessary for pilot implementation, and providing recommendations to ensure the assessment effectively discriminates by level of need to ensure appropriate funding” (p. 4). This solicitation was issued as a second phase of an effort to norm the identified acuity tool and assure it consistently and accurately determines eligibility and needs related to disabled citizens in South Carolina. The first phase was initiated with Solicitation 5400023438 (Consulting Acuity Tool Research) in July of 2022. EDMETRIC LLC was awarded that contract.

When DDSN issued the solicitation (5400026216) in November 2023, there were two personnel related issues that impacted the timeline for response to questions. The primary contact for the solicitation left employment with DDSN and the duties related to follow-up were shifted to a staff less familiar with the project. In addition, the Procurement Manager was unexpectedly out of the office for an extended time due to a family matter. This contributed to a delay of approximately 6 weeks in responding to questions from vendors interested in submitting a proposal. Each of the five questions submitted by MDed, Inc were answered factually. DDSN did not have a responsibility to assume the intent of the questions or provide details beyond the questions asked by the vendor. The vendors had every opportunity to ask questions and seek clarity.

Protest Grounds #1: Due to little detail of the acuity tool in the RFP and inadequately answered questions by the State, EDMETRIC was provided an Unfair Competitive Advantage

MDed, Inc. has stated they did not receive answers to the questions submitted for approximately six weeks. That is true, as stated above, due to personnel changes. The questions were answered factually and the due date for the proposals to be submitted was adjusted accordingly.

One question asked by the vendor and DDSN’s response is as follows:

Q1. In order for a vendor to propose the best methods and analyses needed, can the

State please provide a copy of the identified level of need assessment to be piloted as well as the previous outcomes, testing, and history behind the design and use of the assessment to be piloted?

A1. An assessment tool has been identified by the DDSN but cannot be shared at this time.

To date, DDSN does not have a copy of the identified assessment tool to share with the vendor(s).

Protest Grounds #2: Inquiry if EDMETRIC Disclosed Knowledge of Unfair Competitive Advantage

MDed, Inc. has inquired if EDMETRIC disclosed knowledge of unfair competitive advantage. EDMETRIC fully detailed their experience with DDSN, including their administration of phase one of this project.

MDed, Inc. presented several possibilities for implementation in their proposal. EDMETRIC submitted a better plan as was reflected in the scoring.

Protest Grounds #3: Evidence that SCDDSN further Amplified an Unfair Advantage

MDed Inc, submitted five questions which were answered to the best of DDSN's ability at the time. Among those questions, DDSN provided the following response:

Q4. Does the State have the assessment tool to be piloted on or capable of being entered into a State-owned or licensed survey platform and available for this project, or does the State seek for the vendor to provide a survey platform for the data collection?

A4. The tool DDSN wishes to utilize does not require a survey platform.

The answer provided is factual. The tool to be used does not require a survey platform. MDed, Inc. did not ask other questions related to survey platforms or mechanisms for data collection. It is not clear what other information MDed, Inc. hoped to gain from their question, but the question they submitted was answered. In the protest, MDed, Inc. has asked additional questions that were not included when there was an open solicitation and opportunity for questions.

Another question submitted and DDSN's response was:

Q2. Does the State seek for the vendor to provide the "assessors" for the pilot, or does the State foresee current staff working with the disabled and special needs clients assisting the vendor with administering the assessment to clients and

serving as the assessors?

A2. DDSN will assist with finding assessors for this pilot.

The question was asked and answered. MDed. Inc did not ask how many assessors would be needed, preference for location, or recruitment efforts. At the time of the inquiry, no decisions about assessors, other than a commitment to assist in securing, had been made. On March 29, 2024, DDSN held its first discussion with the Center for Disability Resources at the University of South Carolina School of Medicine regarding potential of utilizing existing contracted staff as assessors for this project. To date, those discussions have not yielded a contractual agreement. Therefore, the response was accurate based on information available at the time of the inquiry.

Protest Grounds #4: Hiring the Assessment Tool Developer Increases Potential for Bias

MDed. Inc has shared their opinion of how they think the original team should not be responsible for validating the assessment tool, but admitted this does not relate to an unfair advantage.

MDed, Inc has stated they were \$99K less expensive than EDMETRIC. No one on the review panel was provided any cost information prior to scoring. The review panel was required to fully score Evaluation Criteria items 1-3. Only after fully scoring items 1-3 was information regarding the scoring of item 4 (Pricing) revealed to the review panel. Cost was not a factor.

MDed, Inc, has also stated their perception that there has only been one visit to their company website from South Carolina since they submitted our proposal, and they assume the reviewers did not put much effort into exploring our proposal or capabilities. The RFP clearly states that the proposal must include all information from the vendor. The state has no requirement to seek additional information about the vendor.

Response to Organizational Conflict of Interest:

DDSN denies the existence of any organizational conflict of interest with regards to RFP Solicitation 5400026216. DDSN provided clear and factual answers to all questions posed by Multi-Dimensional during the procurement process. In doing so, DDSN relied on information available at the time the questions were posed. The referenced report was not made available to DDSN until after the Agency submitted its responses to Multi-Dimensional. To date, there is no mechanism in the procurement process which would have allowed DDSN to share the report at the time the Agency received it. Accordingly, it is DDSN's position that the Agency responded appropriately and in compliance with the procurement code as established.

STATE OF SOUTH CAROLINA
SCDDSN - CENTRAL OFFICE
ATTN: RECEIVING
3440 HARDEN STREET, EXT.-SUITE 220
COLUMBIA SC 29203

Intent to Award

Posting Date: April 03, 2024

Solicitation: 5400026216
Description: ACUITY TOOL RESEARCH
Agency: SC Department of Disabilities and Special Needs

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00:00, April 15, 2024**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing :

- (a) by email to protest-mmo@mmo.sc.gov ,
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400034425
Awarded To: EDMETRIC LLC (7000240521)
20053 DUCK DRIVE
MALTA BEND MO 65339

Total Potential Value: \$ 230,499.00
Maximum Contract Period: April 15, 2024 through April 14, 2026

Item	Description	Unit Price	Total
00001	Consulting Services (Not Otherwise Class	\$ 230,499.00	\$ 230,499.00

Procurement Officer

VALERIE DUNCAN, CPPB CPM

TECHNICAL PROPOSAL

SC RFP5400026216 - Acuity Tool Research

December 21, 2023




A. Introductory Documents

- *Cover Page of this solicitation- Page 1 of Offeror's Proposal*

See Cover Page attached.

- *Page two of this solicitation- Page 2 of Offeror's Proposal*

See Page two attached.

	State of South Carolina Request for Proposal	Solicitation: 5400026216
		Date Issued: 11/16/2023
		Procurement Officer: VALERIE DUNCAN
		Phone: 803-898-9666
		E-Mail Address: valerie.duncan@ddsn.sc.gov
		Mailing Address: SCDDSN - Central Office
		Attn: Receiving
		3440 Harden Street Ext.
		Columbia SC 29203

DESCRIPTION: **ACUITY TOOL RESEARCH**

USING GOVERNMENTAL UNIT: **SC Department of Disabilities and Special Needs**

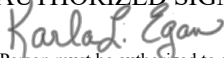
SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **12/21/2023 10:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/04/2023 10:00 AM** (email questions to valerie.duncan@ddsn.sc.gov)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) electric copy submitted online**
One (1) electronic copy of the redacted Technical Proposal submitted online
One (1) electronic copy of the Technical Proposal submitted online
One (1) electronic copy of the Cost Proposal submitted online

Initial here if NO redacted copy is necessary X

CONFERENCE TYPE: Not Applicable DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>		LOCATION: Not Applicable	
AWARD & AMENDMENTS Award will be posted on 01/18/2023 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov			
You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)			
NAME OF OFFEROR EdMetric LLC <small>(full legal name of business submitting the offer)</small>		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>		DATE SIGNED 12/19/23	
TITLE Principal <small>(business title of person signing above)</small>		STATE VENDOR NO. 7000240521 <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>	
PRINTED NAME Karla Egan <small>(printed name of person signing above)</small>		STATE OF INCORPORATION Missouri <small>(If you are a corporation, identify the state of incorporation.)</small>	
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <u>LLC</u> <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)			

COVER PAGE - ON-LINE ONLY (MAR. 2015)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> <p>20053 Duck Drive Malta Bend, MO 65339</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p align="right">Area Code - _____</p> <p>Number - Extension Facsimile karla.egan@edmetric.com amy.jones@edmetric.com</p> <p align="right">E-mail Address _____</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p><input checked="" type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p><input checked="" type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>_____ Calendar Days (%)</p>
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

PREFERENCES DO NOT APPLY

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

PREFERENCES DO NOT APPLY

_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address **(check only one)**

- *Provide a summary of your company and its history in 300 words or less. Additionally, provide your company's principal business, ownership, and how long your company has been in the business of providing Consulting Services.*

EdMetric, LLC (EdMetric), is a woman-owned, private, small business headquartered in Malta Bend, Missouri. Established by Dr. Karla Egan in September 2015, EdMetric's goal is to enhance psychometric and program evaluation capacity for educational agencies and organizations. Dr. Egan founded EdMetric with the primary intention of providing high-quality psychometric services to state and national education agencies. Dr. Egan has 20 plus years of applied psychometric experience designing and analyzing interim and summative assessments for local and state-level programs. To ensure that EdMetric fulfills its mission to provide high-quality psychometric consulting services, Dr. Egan has assembled an experienced team of researchers and practitioners who have a background in customer-facing, operational work.

EdMetric currently employs 10 professionals, including psychometricians, technical writers, content experts, research assistants, and program management. EdMetric's strength as an organization lies within the collective experience of its highly qualified team of psychometric and management professionals. We are a small company with very concentrated and efficient resources. Our combined experience includes classroom instruction and assessment, psychometric research, program evaluation, policy development and implementation, and administration. Although for many projects we identify staff specifically as psychometric or management professionals, the expertise of our team members crosscuts all aspects of our work.

- *Attachment 1 – HIPPA Business Associate Agreement*

EdMetric employees and subcontractors agree to the HIPPA Business Associate Agreement.

B. Ability to Perform

- *Identify the location of your business office, your corporate location, and if your organization is locally owned and operated.*

EdMetric is locally owned and operated at 20053 Duck Drive, Malta Bend, MO 65339. Our team works remotely in locations throughout the country.

Qualifications and Background

C. Experience and Performance (Past and Current)

- *Provide information that demonstrate expertise through a combination of both education, training, and experience in all of the following: measurement, statistical analysis, evaluation, psychiatry, medical evaluation, and background working with and/or studying individuals with disabilities from childhood through adult. Individuals performing the SOW should possess a doctorate in the areas in which they shall perform work as well as documented work experience.*
 - (1) Successful offeror must demonstrate expertise through a combination of education, training, and experience in the following areas: measurement, statistical analysis, evaluation, psychiatry and/or psychology, psychometric training, medical evaluation, instrument development. The offeror should have a background working with and/or studying individuals with disabilities from childhood through adult.*
 - (2) Individuals performing the Scope of Work should possess a doctorate in the areas in which they perform work, as well as documented work experience in the areas listed in the Scope of Work.*
 - (3) Offeror may meet the expertise requirements through direct staff or through designated contractor agreements.*
 - (4) Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact.*

Company Background and Experience

EdMetric, LLC (EdMetric), a women-owned small business, has been positioned at the forefront of the field of educational and psychological measurement since the company's inception in 2015. Our company was founded by Dr. Karla Egan, a nationally and internationally recognized expert in educational assessment and psychometrics. Dr. Egan spent many years of her career working in the assessment industry under the umbrella of assessment vendors such as CTB/McGraw-Hill and technical support and research organizations such as the Center for Assessment. In her role as a researcher and psychometrician, she has had the opportunity to work closely with state departments of education as they navigated a rapidly changing landscape of educational assessment, driven largely by federal policy emerging from the No Child Left Behind Act and Every Student Succeeds Act, reauthorizations of the Elementary and Secondary Education Act. As states across all regions of the country began to wrestle with issues of accountability, technical quality, fairness, and accessibility in their statewide assessment programs, the need for technical and psychometric expertise has quickly outpaced the capacity of state agencies.

In founding EdMetric, Dr. Egan sought to address this need by focusing on a goal of enhancing technical capacity for educational agencies and organizations. Dr. Egan has built a foundation for EdMetric's work by thoughtfully assembling a team of researchers, educators, policy leaders, and psychometricians whose combined experience spans more than five decades and includes

work with state and federal education agencies, assessment vendors, and assessment consortia (including Dynamic Learning Maps, the Smarter Balanced Assessment Consortium, and ELPA21). The EdMetric team brings together a unique combination of classroom experience, state-agency experience, large-scale assessment development experience, a deep understanding of leadership and policy, and expertise in fairness and accessibility to effectively meet the needs of our customers and their stakeholders.

Guided by our company's mission to provide psychometric capacity and an overarching goal of positively impacting outcomes for all people, we have designed and implemented myriad psychometric and validity studies; assisted with all phases of assessment design and development; facilitated dozens of hands-on educator workshops; developed comprehensive technical documentation; served on and contributed to the work of many Technical Advisory Committees; assisted states and consortia in preparing successful narratives and evidence collections for Peer Review by the United States Department of Education; published professional works adding to the body of assessment and psychometric research; and presented results of our research and work to professional organizations including the American Educational Research Association and the National Council on Measurement in Education.

As a company, we pride ourselves on efficiency and innovation. We are a woman-owned, small business headquartered in mid-Missouri, and our staff works remotely from Missouri, California, Washington, and Tennessee. We are accustomed to using a variety of collaborative platforms to accomplish work for our customers efficiently and effectively, and to traveling to complete projects and maintain rapport with our customers. Our work reaches all regions of the United States, including Hawaii, and we have completed international projects, as well.

Expertise in Instrument Piloting, Norming and Standard Setting. EdMetric provides psychometric and statistical capacity to districts, educational agencies, and organizations with an overarching goal of positively impacting outcomes for all clients. The EdMetric team has decades of expertise and experience in multiple facets of psychometrics, with hands-on experience with creating and implementing innovative methodologies for development, norming, alignment, evaluation, and standard setting, with careful consideration of non-traditional populations with special needs. Our clients encompass a diverse group, including commercial assessment vendors, state agencies, and multi-state assessment consortia. Our team provides the strong leadership and solid foundation that characterize the EdMetric organization. Dr. Egan directly oversees all EdMetric projects.

Under the EdMetric umbrella, Dr. Egan's expertise is complemented by a team of experienced psychometricians who have a background in customer-facing, operational work. Collectively, they comprise a well-rounded group of experts who understand the needs and perspectives of the many stakeholder groups that are impacted by their work. Our psychometric team brings together classroom experience, state agency experience, and large-scale assessment/instrument development experience to offer EdMetric customers the knowledge- and research-based support that their innovative assessment efforts require. We have designed and implemented a myriad of surveys and psychometric studies, in particular focusing on alignment and standard setting; assisted with all phases of assessment/instrument design and development; facilitated dozens of hands-on educator workshops; developed comprehensive technical documentation; contributed to the work of many Technical Advisory Committees; assisted states and consortia in preparing successful narratives and evidence collections for Peer Review by the United States Department of Education; published professional works adding to the body of assessment and psychometric research; and presented results of our research and work to professional organizations including the American Educational Research Association and the National Council on Measurement in

Education. A Primary Psychometrician whose qualifications are well-suited to the customer's needs is assigned to each EdMetric project.

Proficiency in Providing Technical Assistance. EdMetric provides technical assistance for every study and project we engage in. In some cases, this is in the form of a study's technical report. In the discussion and conclusion sections, we ensure that all our studies provide practical recommendations, based on the study findings, toward improving or enhancing the current program. We conduct follow-up analyses if the data and study questions demand it. In addition, we provide technical assistance to our clients in ongoing ways, such as direct consultation, sharing our network of key resources and experts, and/or supporting the client to build capacity within their own organization. For example, the EdMetric team worked with a commercial early childhood literacy program as well as a state education agency to provide professional development on assessment design and development topics. We have worked with state agencies to support their evidence submissions for federal peer review, served on Technical Advisory Committees, and provided *ad hoc* consultation to our clients.

Knowledge of Intended Population. The EdMetric team holds deep knowledge of and appreciation for the intended population of individuals served by SCDDSN and the population of professionals serving people with disabilities. Our staff includes field experience and technical expertise in curriculum, instruction, and assessment of students with disabilities, including the most significant disability classifications, English learners with disabilities, and adults with disabilities. EdMetric has participated in all stages of the development and evaluation of academic assessment programs for people with disabilities, and we have contributed to thought leadership in the areas of accessibility, accommodation, universal design for learning, and inclusion.

In addition to this wide array of relevant experience, the EdMetric team has been a key player in supporting SCDDSN identify potential instruments for this targeted population and developing a plan to pilot, norm, and set cut-points for the selected instrument.

Review of Acuity Assessment Instruments for SCDDSN (phase one). In phase one, the EdMetric team compiled a list of criteria against which potential instruments could be reviewed, building upon and expanding the initial criteria identified by SCDDSN. Based on discussions with the client and other experts in the field and online research into assessments commonly used by state disability agencies, EdMetric researchers identified an initial list of tests to review against the specified criteria. Additional tests were added to the list over the course of the project as they were identified through the examination of peer reviewed research related to assessments on the initial list and a review of state agency websites.

A large number of assessments were initially screened by the researchers and 55 were chosen for a thorough review based on their apparent ability to meet the established technical criteria and/or the extent of their current usage in other states or settings. Information included in the review of each assessment came from peer-reviewed research articles, test review sites, official test websites, and the websites of state agencies using that test at the time the review was conducted. Test developers, state agencies, or test publishers were contacted directly when information available online was incomplete or contradictory.

Each full test review included information such as the publisher, ages assessed, costs, target population, domains evaluated, specified uses, assessment procedures, administration time, the test development process, training requirements, types of reports/scores rendered, test reliability, validity, and other evidence of technical adequacy. Additionally, each full review included an overview of the assessment, and a discussion of identified strengths and potential issues with its use. Abstracts/summaries of up to three relevant research articles were also provided for each of

the 55 fully reviewed assessments. Priority was given to peer-reviewed articles when they were available.

In order to maximize its usability, the information provided in the 55 full assessment reviews was analyzed, summarized, and provided to SCDDSN in a summary report along with the folder containing the full reviews. The summary report included summaries of each assessment organized into the following sections: Supports Needs Assessments, Assessments of Health/Medical Needs, Adaptive Behavior Assessments, Autism Assessment Tools, Social/Emotional/Behavioral Assessment Tools, Speech/Language Assessment Tools, and Developmental Skills Assessments for Children. Tests were assigned to a section based on their overall purpose, although not all tests fit neatly into any one category.

Each section was divided into two subsections:

- The first subsection included instruments that best matched the technical and accessibility review criteria and were recommended by EdMetric to serve as exemplar assessments.
- The second subsection included instruments that were fully reviewed because they had accrued some evidence of technical adequacy but were ultimately determined insufficient to serve as an exemplar assessment.

Within the subsections, tests were presented alphabetically and were not ordered on the basis of extent of match or quality. Each assessment summary included a brief description of the assessment along with an overview of advantages and possible issues associated with its use.

EdMetric understands that SCDDSN plans, develops, oversees, and funds services for a diverse group of South Carolinians representing a wide range of ages, cultural backgrounds, disability categories, service needs, educational and occupational experiences, and human dreams and life goals. This population of individuals served is one that EdMetric routinely works with in educational settings, and to whom we are committed to support through our work in equity, fairness, and equal opportunity. The EdMetric team has completed multiple studies to serve students with disabilities, including those in the categories of intellectual disability and related disabilities, autism spectrum disorder, traumatic brain injury, and spinal cord injury and similar disability.

Proposed Project Staffing

Our proposed team has extensive experience and expertise in all the required areas: measurement, statistical analysis, evaluation, psychology, instrument development, and project management. We have all worked with individuals with disabilities across the age spectrum. All research staff possess a doctorate and experience in their proposed work areas.

Dr. Stanley Rabinowitz – EdMetric Senior Technical Advisor

Role: Project Director

Dr. Stanley Rabinowitz, Ph.D., EdMetric Senior Technical Advisory, has more than 30 years of experience developing, implementing, and validating large, complex state and national assessment and accountability programs, including several assessments of students with disabilities and other underrepresented student populations. He has led or supported evaluations and validations for numerous state and national programs.

For the past year, Dr. Rabinowitz' responsibilities at EdMetric have included working closely with SCDDSN to identify appropriate Acuity assessment tools and develop a preliminary plan to pilot and norm the selected instruments. He will continue in that role in the next phase of this effort.

He previously worked at Pearson School Assessment, helping states navigate their assessment and accountability programs through the COVID-19 pandemic. He is a recognized expert on implementing digital (online) assessments as part of an overall statewide ‘Balanced Assessment and Accountability System.’

Prior to that, Dr. Rabinowitz served as General Manager for Assessment and Reporting at the Australian Curriculum, Assessment and Reporting Authority (ACARA). His responsibilities included managing the national assessment programs (NAPLAN and NAP Sample), national data reporting including the *My School* website, and launching NAPLAN online in 2018.

Dr Rabinowitz has consulted extensively on standards, assessment, and school/educator accountability issues with researchers, policymakers, and assessment staff at national, state, and district levels in the United States and internationally. Dr Rabinowitz has served on more than a dozen state and national technical advisory committees as well as directed the National Center for Standards and Assessment Implementation and the Program Management Office for the Smarter Balanced Assessment Consortium at WestEd. He also served as State Assessment Director at the New Jersey Department of Education.

Dr. Rabinowitz earned a Ph.D. in Educational Psychology and Statistics from the State University of New York at Albany.

Dr. Karla Egan – Principal and Founder of EdMetric

Role: Lead Statistician

Karla Egan, Ph.D., EdMetric’s founder, has been active in the field of education and psychometrics for 20 years. Prior to concentrating her work on advancing the mission of EdMetric, Dr. Egan worked as an associate at the National Center for the Improvement of Educational Assessment (NCIEA; Center for Assessment), and as both a research scientist and research manager at CTB/McGraw-Hill. In 1999, she received her Ph.D. from the University of Massachusetts, Amherst, where she studied under Ron Hambleton and Hariharan Swaminathan.

Dr. Egan’s strong educational background and practical training have afforded her the opportunity to work with diverse audiences and stakeholder groups, and over the course of her career, she has become a well-respected and distinguished member of the assessment community.

Beyond her technical psychometric expertise, Dr. Egan’s work portfolio also includes a strong focus on framing validity arguments and constructing comprehensive technical reports in support of the established validity argument. She has focused much of her recent work on components of the validity argument including, in particular, achievement-level descriptor development, standard setting, and alignment evaluation.

Throughout the course of her career, Dr. Egan has designed and led over 60 standard setting workshops and more than two dozen alignment studies. She was instrumental in developing the system of achievement-level descriptors and standard setting methodologies implemented by the Smarter Balanced Assessment Consortium. She also has published many papers in academic journals and delivered standard setting presentations to professional audiences. Additionally, she evaluated NAEP achievement levels in Reading and Mathematics while serving in an advisory role on the National Academy of Sciences committee. In addition, she has designed and facilitated achievement-level descriptor development workshops for administration of the ACT in the context of several statewide assessment programs. Her current work with Smarter Balanced focuses on comparative studies building the validity argument for the short-blueprint form of the assessments.

The diversity of programs in this sampling of Dr. Egan’s work illustrates her ability to work with a wide variety of audiences to achieve unique program goals. Dr. Egan has a keen understanding of the structure and format of academic content standards, a deep understanding of assessment design and concepts, and the ability to bring individuals with differing thoughts, backgrounds, and levels of experience together in a positive professional learning environment that mutually benefits EdMetric’s customers and workshop participants.

Dr. Egan currently serves as a member of the Technical Advisory Committees for Dynamic Learning Maps and for the states of Louisiana, Missouri, and Montana. She also serves as a chairperson for the Indiana and North Dakota Technical Advisory Committees.

Dr. Mary Edgley

Role: Instrument Developer, Special Education

Dr. Mary Edgley, Ph.D., will continue her role supporting SCDDSN in this phase of the pilot. Dr. Edgley led the review of the potential Acuity instruments in phase one, which led to the identification of the Missouri Adaptive Ability Scale (MAAS) as the most appropriate tool for the targeted South Carolina population.

Qualifications:

Dr. Mary Edgley brings three decades of experience in regular and special education to this project, as well as extensive experience in assessment. She completed her Ph.D. in special education at the University of Missouri, with psychology as her outside area. She is certificated to teach special education in both Missouri and Washington state and has also completed her National Board Certification.

Dr. Edgley provides assessment and curriculum-related support to state and local agencies. She was lead researcher for the phase one Acuity Tool Research Project, completing the reviews of state websites, reviewing available assessments, and summarizing results, making her fully familiar with the history and goals of the proposed project.

Dr. Edgley has years of teaching experience primarily with special needs students. Throughout her teaching career Dr. Edgley has successfully worked with students with a range of special needs, implementing intervention plans as determined by each student’s IEP team; serving as an IEP team member; communicating with parents and other educators to maximize the success of interventions; and engaging in numerous in-services and trainings related to best practices. Additional direct experience with the specific population served by SCDDSN was gained when she as director of an annual day camp for individuals aged 4-18 with severe disabilities, and through various volunteer work.

In addition to public school teaching, Dr. Edgley has a wide range of special education and assessment experience in a variety of settings, including higher education, state agencies, and private agencies. While working on her doctoral degree, she supervised the University’s Child Study Clinic, a multidisciplinary clinic designed to assist children experiencing serious learning and/or behavioral difficulties. As a supervisor, Dr. Edgley planned and supervised psycho-educational assessments, trained graduate students in the

administration of tests, supervised staffing, developed reports of findings and recommendations, and conferenced with parents and school personnel.

At the state level, Dr. Edgley has worked extensively with the Missouri Department of Elementary and Secondary Education (DESE) both as a full-time employee and as a consultant. Dr. Edgley served as a supervisor in DESE's Assessment Section. In this capacity she assisted in the development, scoring, and reporting of the state's large-scale assessments; served on the Commissioner's Advisory Committee on Testing; developed and provided trainings for teachers, administrators, and state department personnel on assessment related topics; developed a model assessment program for Missouri school districts; and provided technical assistance to school districts and state department personnel regarding specialized assessment [e.g., young children, students with disabilities, gifted students, and English-as-a-second-language (ESL) students].

Dr. Edgley also provided numerous services for the Special Education Section of DESE, including assisting in the development of the state's first alternate assessment for students with severe disabilities; investigating special education compliance issues; and developing and conducting trainings, primarily related to the assessment of special needs students.

Dr. Edgley has written items for several large-scale assessments, served as a scoring supervisor and on various test development committees for Washington State tests, and developed a writing assessment for the province of British Columbia. At the college level, she taught courses in Assessment and Educational Statistics and supervised student teachers and aides in special education.

Ms. Amy Jones

Role: Project Coordinator

Amy Jones will continue as the project coordinator, ensuring that this phase of the pilot plan is on course and that all deliverables are completed on time and within budget.

Qualifications:

Amy Jones, EdMetric Program Manager, has a Bachelor's degree in Business Administration and more than 20 years of management experience in diverse settings. She has spearheaded robust work teams while leading complex projects, and she easily communicates with individuals at all organizational levels. As a Program Manager with EdMetric, Ms. Jones interfaces with state departments of education and large assessment companies to guarantee that customer and company goals are met. She has served as an on-site project manager for several projects organizing logistics; has worked collaboratively with state agency personnel, work-group participants, and assessment vendors to ensure that work is completed in the allotted time frame; and has assisted with group facilitation as needed.

Kinmundy Consulting Group (KCG)

Role: MAAS Experts

In addition to Dr. Rabinowitz, Dr. Egan, and Dr. Edgley, we have augmented our team to include the developers of the MAAS—Kinmundy Consulting Group (KCG). Given EdMetric’s successful support of the instrument review process and development of the pilot study parameters and KCG’s deep and unparalleled knowledge of the MAAS, SCDDSN and the providers and clients it serves can be assured that the pilot norming and standard setting process will have the best available support.

KCG’s mission is to facilitate success by providing experience-based consultation and organizational problem solving to agencies and organizations focused on helping individuals live their best lives.

Neil Harms: KCG Project Lead

Neil Harms received his Master’s degree from the University of Missouri in 1993 and went to work for the Missouri Division of Vocational Rehabilitation. DVR’s mission is to assist individuals with disabilities to attain and retain employment. Mr. Harms worked for DVR in a number of roles throughout his 25-year career with this agency. Following a move to the Missouri Department of Mental Health (DMH) in 2018, Mr. Harms worked as the Director of Eligibility and Utilization Review until he retired from state service in 2023. During his time at DMH he was deeply involved in the development and implementation of the Missouri Adaptive Ability Scale (MAAS). Currently, Mr. Harms works as a part-time employee for the Children’s Office of Missouri DMH and as a partner in the Kinmundy Consulting Group. In total, Mr. Harms has over 30 years of experience working with individuals with disabilities. Mr. Harms has personal experience with disability as a former client of Missouri Vocational Rehabilitation and having multiple family members with significant disabilities.

Dr. Cla Stearns: KCG Partner

Cla Stearns, Ph.D. is Children’s Director for the Missouri Department of Mental Health (DMH) and a partner with Kinmundy Consulting Group. He is a Licensed Psychologist and holds Doctorate and Master’s degrees from the University of Missouri. His over 30 years of professional experience includes providing private practice psychological services for individuals, families, schools, and governmental agencies; psychological and neuropsychological assessment, utilization review in managed Medicaid; and vocational assessment and rehabilitation counseling with Missouri’s Division of Vocational Rehabilitation. He has more than ten years’ experience with the Department of Mental Health in a variety of roles, beginning as the state lead for assessment, eligibility, and utilization review for DMH’s Division of Developmental Disabilities; being promoted to Assistant Division Director for that organization, and further promoted to Children’s Director for DMH as a whole.

Dr. Mardis Dunham: KCG Partner

Mardis Dunham, Ph.D. is Full Professor and Director of the College of Education and Health Studies Counseling and Assessment Center in the Department of Educational Studies at Murray

State University. He is a Licensed Psychologist in Kentucky and has more than thirty years of experience in the profession. He has authored or co-authored over fifty published professional articles on psychological and psychoeducational assessment and has served on the editorial staff for three peer-reviewed publications. Dr. Dunham is a co-author and developer of the Missouri Adaptive Abilities Scale (MAAS), a unique assessment of the adaptive functioning of individuals with intellectual and developmental disabilities, and he is a partner with Kinmundy Consulting Group. He has presented numerous training workshops and undergraduate and graduate level courses on human development, psychology, and psychological and psychoeducational assessment.

Resumes of project staff are presented in Appendix A.

Approach

D. Approach and methodology to executing solution and/or performance

- *Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the firm will approach the project and the methodology to be used to perform the services or obtain the solution as described or outlined in the Scope of Services. **Please include a timeline that addresses the phases referenced in the scope of work.***

Provide a complete description of Offeror's proposed methodology, including applicable industry standards and best practices for each task. Each Offeror's proposal should specifically address responses to the following:

The Scope of Work shall include, but may not be limited to, the following tasks:

- (1) *Pilot a level of need assessment identified by the Agency in a subset of individuals that are receiving residential habilitation services through Home and Community Based (HCB) waivers operated by the Agency and administered by the SC Department of Health and Human Services (DHHS) or residing in intermediate care facilities for individuals with intellectual disabilities (ICF/IID). As part of the pilot, which has been designed for implementation, the offer will be responsible for:*

Task 1. Ensuring pilot project plan is reasonable and meets the Agency's needs.

The most important aspects in selecting and piloting an appropriate instrument is an understanding of the purpose of the instrument and the population it is intended to serve.

Purpose

Per the RFP and the experience we have gained working with SCDDSN over the past year, we understand that the purpose of the new instrument is to:

Pilot a level of need assessment identified by the Agency in a subset of individuals that are receiving residential habilitation services through Home and Community Based (HCB) waivers operated by the Agency and administered by the SC Department of Health and Human Services (DHHS) or residing in intermediate care facilities for individuals with intellectual disabilities (ICF/IID).

We believe that the best instrument to accomplish this is the Missouri Adaptive Ability Scale (MAAS) assessment.

The Missouri Adaptive Ability Scale (MAAS) is a measure of adaptive functioning for ages 1 through adulthood. It incorporates a combination of norm-referenced evaluations of functional abilities as well as criterion-based evaluations, depending on the ability or characteristic being measured. This instrument was designed to perform two tasks fundamental to the operation of a state agency tasked with providing services to individuals with developmental disabilities, namely; identification of individuals meeting a developmental disabilities classification from the general population, and the stratification by acuity of those individuals identified as having a developmental disability.

The MAAS was developed to be administered either via face-to-face interaction or virtually via a computer and internet connection with only minimal modifications in administration and scoring. Adaptive functioning is assessed using both informant input and examiner interaction to gain a more reliable and valid assessment of the individuals' daily living skills. It was specifically developed to measure all aspects of adaptive behavior required under federal rule. The MAAS is easily administered and interpreted by most practitioners working for agencies responsible for determining eligibility for state and federal services and support.

The MAAS performed well against criteria originally established by SCDDSN (ease of use, reliability, validity, and comprehensiveness), as well as additional criteria specified by EdMetric (training requirements, administration time, and usability of reports and scores).

The MAAS was determined to be particularly suited for use in South Carolina as it was specifically developed to measure all aspects of adaptive behavior required under federal statute and to provide a single measure of adaptive behavior that could be easily administered and interpreted by practitioners responsible for determining eligibility for state and federal support services and identifying appropriate service tiers. The MAAS is a norm-referenced, computer-administered measure of adaptive functioning for individuals ages 1 to adulthood that uses a combination of informant input and examiner interactions with the examinee to gain an understanding of that person's typical day-to-day functioning and need for environmental supports. Unlike most of the other support needs assessments that potentially met criteria, the MAAS is designed to cover the entire age range served by SCDDSN, so the Agency would not need to employ a second assessment in conjunction with the test. For example, the CANS is designed for individuals age birth through 21 and the FASI is designed for individuals older than 18, leaving the need for a second primary assessment for individuals outside of those age ranges.

The MAAS technical report supports evidence of its overall reliability and validity. Additionally, the MAAS provides an index of reliability, which helps the assessor judge the extent to which an informant may be exaggerating or otherwise misrepresenting the client's functioning levels. Several have demonstrated the concurrent validity of the MAAS by comparing it to other existing measures of adaptive functioning.

A training model is available to help South Carolina in the implementation of the assessment. As part of the training process, learners observe the test being administered to actual applicants, then are themselves observed administering the assessment. Potential test administrators must demonstrate competence before they are allowed to administer the assessment independently, thus improving the accuracy and reliability of test administration. Because the test is administered online, interrater reliability down to the item level can be monitored on an ongoing basis by the state trainers. Test administrators whose administration is inconsistent can be identified and retrained as needed.

The MAAS is given in two stages—the Learning and Observation stage and the Informant Ratings stage. The entire assessment takes approximately one hour, which is significantly shorter than many of the other assessments considered. The MAAS can be administered remotely, making it possible for an assessor located anywhere in the state to administer the assessment. This feature has the potential to reduce assessment wait times in particularly busy service areas.

Our assumption is that the MAAS will be housed on SC-based servers and administered by SC IT staff. The KCG team will oversee the successful transfer of all required files and provide manuals and training on its use. On the other end, the EdMetric/KCG team will work with SC IT staff to facilitate the secure and efficient transfer of pilot data from the SC-based servers to EdMetric for norming and threshold/cut-scores data analyses.

In summary, of the tests reviewed, the MAAS proved to best match established review criteria and have the greatest potential to achieve South Carolina’s assessment goals. The MAAS demonstrates sufficient evidence of technical adequacy and is designed to measure all aspects of adaptive behavior required under federal statute. Both the training requirements and the method of administration provide for consistency and accuracy in administration and in the interpretation and use of results.

Appendix B provides additional details on the development and norming of the MAAS.

Project Plan

EdMetric has created a detailed preliminary project plan (Table 1), with specific dates to be agreed upon by both parties. We will use the schedule as a starting point to develop a final project plan. An initial “kickoff meeting” will set the foundation for the project by reviewing and finalizing the project plan deliverables with firm starting and ending dates. The project plan will be a living document and progress toward each deliverable will be tracked and color coded on a weekly basis to indicate “not started”, “in progress”, or “completed”. The project plan will serve as the catalyst for bi/weekly progress meetings. These meetings will allow for updates on tasks and the status of deliverables, clarification of needs, and recognition of any potential problems early on.

Table 1. Project Timeline

Task	Deliverable	Completion Date
0	Kick-off Meeting	ASAP after contract commencement
1-2	Pilot Project Plan <ul style="list-style-type: none"> ● Identify the assessors ● Train the assessors ● Identify the Sample ● Migrate the MAAS to SC servers 	February 2024 <ul style="list-style-type: none"> ● February 2024 ● February 2024 ● February 2024 ● February 2024
3	Norming the Assessment <ul style="list-style-type: none"> ● Collect the pilot data ● Analyze pilot data ● Produce Pilot technical report 	March - July 2024 <ul style="list-style-type: none"> ● March - May 2024 ● June 2024 ● July 2024
4	Assessment Spanish Translation	Fall 2024
5	Rolling Out the Assessment	Fall 2024, ongoing
6	Analyzing Data/ Setting Cut Points	August - September 2024
+	Technical Assistance	Ongoing

Pilot Population

While the MAAS is capable of serving the needs of most clients served by SCDDSN and DHHS, for the purpose of this pilot we will focus on those receiving residential habilitation services through Home and Community-Based (HCB) waivers. As the MAAS was primarily normed on the school aged population, we propose sampling across all ages served by these waivers, over-sampling the adult residential population.

In order to ensure that the MAAS is reliable, valid, and unbiased across the full spectrum of the South Carolina client population, we propose the following sampling plan:

- *Tiers*: Include all tiers, proportional by population with a statistical minimum to ensure technical adequacy.
- *Sample size*: As the current residential population is around 5,000, we recommend a 20% sample (1,000), ensuring all tiers of service are properly included. To meet this criterion, we recommend that SCDDSN identify 1,100 potential cases to reach the desired 1,000, knowing that this population faces many challenges. If feasible, based on the MAAS norming experience, the pilot might also include a representative sample from the general population as a comparison group to the residential population.
- We recommend subdividing the selected population stratified proportionally to the residential populations across the following demographics:
 - Tiers (11-12)
 - Age (skewed above 18)
 - Gender

- Race/ethnicity
- Providers: size, resources, tiers supported
- To ensure stable estimation of the selected population and to maximize the value of comparative data for norming purposes, we suggest limiting the sample to residential clients that have lived a minimum of 90 days in their current residential setting.
- The provider sample should maximize known effective sites that are willing to participate versus spread across many (efficiency versus coverage/buy-in versus willingness).
- The sample should include both in-person and virtual administrations. The MAAS is equipped to support both approaches.

Recruiting Strategy

- *Assessors:* In order to control for confirmation biases, we recommend that neither current agency nor residential provider staff be used as the assessors for the pilot. Given the need for assessors to have working knowledge of characteristics of the target population we believe an ideal candidate pool would include advanced university students majoring in areas related to treating individuals receiving residential habilitation services [e.g., students from the USC Center for Disability Resources (CDR)]. In order to balance the workload of assessing 1,000 clients with the need for consistency across raters, we recommend an assessor pool of 7-10. These assessors will be trained by the very developers of the MAAS, our partners at KCG. See Task 3 for the assessor training and monitoring plan.
- *Providers:* We recommend that SCDDSN and DHHS select the residential providers for the pilot, given your extensive knowledge and experience working across the state. While we seek a range of providers varying by size, target population and region, we recommend participation be voluntary and favoring those known to be effective both at initial evaluation of their potential clients and serving their identified needs. Some appropriate level of compensation/incentive should be provided (e.g., the current level of funding they receive will not be lowered should the MAAS pilot score suggest a lower level). Residential provider staff roles will include assisting in the identification of potential clients to be assessed, providing information on the current diagnosis for each included client, assisting the assessor during the administration of the MAAS, and completing a survey of their and clients' MAAS experience.

It is likely that Institutional Review Boards (IRB) approval will be required for this study. EdMetric staff have extensive experience with this process; all our staff bid on this pilot are IRB-certified. We will be happy to assist SCDDSN navigate the complexities of the IRB process.

MAAS Validation Process

Several factors, both logistical and technical, will determine the feasibility of the MAAS for South Carolina's intended use and target population. The MAAS validation process will examine the following:

Feasibility

- Length of time to administer (self-reported by assessors and residential staff)

- Length of time to score and evaluate (self-reported by assessors and residential staff)
- Ease to administer, score, and evaluate (determined via survey, interview, focus groups of assessors and residential staff)

Technical Adequacy

- Reliability (total score and sub-scales):
 - test re-test
 - internal consistency
- Validity: The following analyses will be conducted as part of the MAAS validation process:
 - Correlations with existing diagnoses
 - Correlations with other instruments that may have been administered to the client
 - IQ and adaptive scores, autism assessments, ICF and nursing level of care (as available)
 - Surveys, interviews, focus groups with providers and parents/guardians
- Bias: The following methods will be used to ensure lack of bias/fairness:
 - Bias review committee: We will convene a group of experts to review each item on the MAAS to ensure fairness for all demographics of the target population.
 - DIF analyses will be conducted across major demographics of the target population (i.e., tier, age, gender, race/ethnicity, region).

We recommend that a sample of administrations be videotaped to help assess feasibility, reliability, validity, and potential bias.

Task 2. Norming the assessment for the SC population and the population eligible for Agency services.

The norming process should consider demographics, eligibility categories, and other characteristics deemed appropriate and relevant by both the Agency and the offeror Coordinating training of assessors for the pilot project.

Norming is a crucial step in the validation process, ensuring that the characteristics of the sample match the targeted population, allowing results from the assessment to be generalized across intended users. Norms are used to make interpretable measurements to support intended decisions.

Fortunately, we have a good starting point in the norming process for the SC population—the existing reliable and valid MAAS norms¹. We will begin by comparing the demographics of the SC residential population with that of the original MAAS norming group. Our pilot strategy, oversampling segments of the adult population is designed to fill any gaps from those original norming studies.

Using valid cases from the pilot study, we will calculate means and standard deviations for each subscale and the total score, for the entire sample and separately for each demographic group, as well as inter-correlations among scale scores. We will first compare these values against the existing MAAS norms. We will use expert judgment to determine if any observed differences

¹ Hansen, L. (2019). *A Concurrent Validity Study Of The Missouri Adaptive A Concurrent Validity Study Of The Missouri Adaptive Ability Scale And The Adaptive Behavior Assessment Ability Scale And The Adaptive Behavior Assessment System, Third Edition-Teacher Form System, Third Edition-Teacher Form*. Retrieved December 18, 2023, from <https://digitalcommons.murraystate.edu/cgi/viewcontent.cgi?article=1181&context=etd>
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can be attributed to differences in the two populations or a function of the sampling methodology. We will then look for differences among subgroups within SC. As noted previously, any anomalies will be subject to expert review and adjustments to ensure reliability, validity, and fairness for all residential clients.

Internal consistency reliability indices will be calculated for the total scores and each subscale, for the entire group, and separately for each demographic group. Items that appear to be underperforming will be reviewed and removed if reliability levels are sub-optimal.

Task 3. Coordinating training of assessors for the pilot project. Coordinating training of assessors for the pilot project.

KCG, the developers of the MAAS will take responsibility for training the assessors. They possess unparalleled experience in this task having led the training of all assessors who have administered it.

KCG will use a direct training method incorporating on-site sessions for the assessors as well as follow-up in-person and remote reviews to insure knowledge acquisition and assessor competency. Training will include education on the purpose of the MAAS as well as presentation and discussion of the MAAS Protocol and Stimulus slides. In-person practice and performance feedback will be used as guidance around individual item scoring. Locations and date details of the training will be coordinated with the relevant organizations.

Task 4. Ensuring Spanish translation of the assessment for pilot implementation. The Agency can offer support for translation of the assessment through SC vendors under state contract, but the offeror must ensure that the assessment can be provided to Spanish-speaking individuals eligible for Agency services.

Reliable and valid instrument translation involves more than just a literal word-for-word transfer. Translators need to have experience not just in the translation process but have some knowledge of the subject matter being assessed to ensure nuances of the instrument are captured. Also, as Spanish dialects differ across nations and regions within the U.S., we will work with SCDDSN and Spanish interest groups to identify the dialect(s) most appropriate for the SCDDSN client population.

We will work with the state contracting entities to ensure the selected provider has the necessary knowledge and experience and will develop a plan for its norming and validation. Our assumption is that the cost of the Spanish translation will be supported through existing state resources.

Task 5. Providing recommendations for rolling out the assessment to all individuals eligible for Agency services, to include modifications to the assessment, development of training materials for the assessors, and considerations for large-scale implementation.

The EdMetric team along with our KCG partners are well equipped to share their professional experience with full-scale program implementation in general and with the implementation of the MAAS, in particular, in consideration of roll-out, data storage, and scheduling of the MAAS.

Key steps include:

- Monitoring performance of the MAAS (feasibility, validity, fairness) relative to previous instruments and diagnoses across the pilot population, especially among the designated demographic groups.
- Expanding the assessor pool (identification, training, monitoring) in preparation of statewide implementation. As part of this task, we will develop a plan for expanding the assessor pool.
- Planning for the piloting, norming, and setting thresholds/cut-points for non-residential population, as envisioned by SCDDSN.
- Piloting (as possible) the Spanish translation version. As part of this task, we will develop a plan for piloting the MAAS Spanish translation.

Task 6. Analyzing data collected during pilot project in coordination with the Agency to develop thresholds/cut-points that equate to residential tiers. As part of data analysis, assess completeness and quality of data for pilot participants.

Analyzing the pilot data and developing threshold/cut-points that equate to the residential tiers requires both strong technical skills and knowledge of the qualities of the instrument and the intended uses of that instrument. The EdMetric/ KCG-Kinmundy team has unparalleled expertise and experience to accomplish this complex and critical task, with major implications for the health and well being of the clients served by SCDDSN and the residential centers that meet these needs.

Data analysis/cut-point development is both art and science, comprising several intricate, interrelated steps, outlined below.

1. Prepare the data for analysis, including identifying and resolving potential inconsistencies and irregularities from the pilot process.
2. Summarize results for the entire sample as well as disaggregated by key demographic variables (tiers, age, gender, race, provider). Summary statistics include means, standard deviations, and inter-correlations across the MAAS items. As part of this data analysis, we will assess the completeness and quality of the data for pilot participants. The results of this type of analysis often provides insight into the data collection process.
3. Write descriptors of the various diagnostic levels (within and across tiers). Descriptors define the characteristics of conditions that differentiate the needs of clients.
4. The method we will use for setting the thresholds/cut-points is known as “Contrasting Groups.” Contrasting Groups is an examinee-centered method where raters categorize examinees into various groups based on their prior knowledge (e.g, current diagnosis, judgment of providers) of those clients. The score on the MAAS that best differentiates between different diagnostic levels is taken as the threshold/cut-point between those

- levels (Cizek & Bunch, 2007²). Analyses will be performed first to develop the tier thresholds/cut-points and then for each tier to determine discernible levels within each tier. The analyses will be performed both at the total score level and for each sub-scale.
5. The following validity checks will be performed based on the initial Contrasting Groups results and final thresholds/cut-points:
 - a. Vertical articulation across tiers to ensure coherence across the system
 - b. Examination of any differential impact across demographic subgroups to ensure fairness
 - c. Agreement rate with current placements to ensure consistency with previous diagnostic evaluations
 - d. Analysis of where disagreements occur against the current placements to ensure stability and validity across the system
 - e. Comparison of thresholds/cut-points versus scores from other Acuity instruments (concurrent validity)
 6. Final threshold/cut-points will be determined by SCDDSN and other controlling agencies based on a review of the validity checks relative to the original Contrasting Groups determinations, ensuring stability, consistency, and fairness across all tiers and other demographic variables.

Task 7. Sub-contracting with assessment developer(s) and the pilot developer(s), if applicable, for technical assistance.

EdMetric is pleased to have an exclusive sub-contracting relationship with, KCG, the experts responsible for the conceptualization, development, and implementation of the MAAS.

² Cizek, G. J., & Bunch, M. (2007). *Standard setting: A practitioner's guide to establishing and evaluating performance standards on tests*. Thousand Oaks, CA: SAGE.
EdMetric Technical Proposal SC RFP5400026216

Appendix A

Resumes of Project Staff

STANLEY RABINOWITZ



110 Park Drive, #607, Burlingame, CA 94010



(415) 310-1372



stanley.rabinowitz@edmetric.com

EDUCATION

Ph.D., Educational Psychology and Statistics, State University of New York at Albany, Albany, NY

M.S., Educational Psychology and Statistics, State University of New York at Albany, Albany, NY

B.A., Magna Cum Laude; Major: Psychology; Minor: English, Brooklyn College, Brooklyn, NY

SPECIALIZED

QUALIFICATIONS

- Works to ensure that assessment and accountability systems are valid, fair, and inclusive for all students, including Students with Disabilities, English Learners and other under-represented populations
- Extensive experience and expertise working with large-scale assessments at state, national, and international levels
- Skilled in group facilitation
- Ability to communicate effectively orally and in writing across a wide variety of stakeholders
- Knowledge of Every Student Succeeds Act, in particular as applied to United States Department of Education Peer Review requirements

EdMetric LLC

Malta Bend, MO

Senior Technical Advisor

2022–Present

Responsible for writing proposals and reports, identifying new opportunities, training junior team members, leading and/or conducting psychometric-related research projects, and communicating directly with internal and external customers.

Pearson School Assessment

Dover, NH

Senior Technical Advisor

2019–2021

Supported clients transition to online assessments, ensuring efficient use of technology. Ensured that assessment solutions are valid and fair for all students, including Students with Disabilities, English Learners and other under-served populations. Supported states to implement valid and equitable assessment and accountability systems in the COVID environment.

Australian Curriculum, Assessment and Reporting Authority (ACARA)

Sydney, NSW, Australia

General Manager Assessment and Reporting

2014–2018

Led the transition of the national student assessment program from paper to online. Managed all national student and school data reporting, including the *My School* web site. Spearheaded the shift to fairer student and school accountability, focusing on models that include both growth and status dimensions.

PROFESSIONAL EXPERIENCE

PROFESSIONAL
EXPERIENCE
continued

Assessment Research Centre **Melbourne, VIC, Australia**
Honorary Enterprise Professor *2014–2018*

Delivered seminar on innovative and emerging assessment issues.
Supported graduate students' research.

WestEd **Melbourne, VIC, Australia**
Senior Program Director Assessment and Standards Development *1991-2014*

Led the development and implementation of state-of-the-art standards, assessment and accountability models in over half the US states and nationally. Managed a staff of over 100 content, psychometric, research and program management specialists. Served on or managed more than 20 state and national Technical Advisory Committees.

Project Director, center for Standards and Assessment Implementation (CSAI) and Smarter Balanced Assessment Consortium Project Manager Partner (PMP)

Supported states across the US to build aligned standards, assessment and accountability models. Managed the development of the Smarter Balanced assessment system, including the transition to online, adaptive assessments with aligned interim assessments to improve instruction.

New Jersey Department of Education **Melbourne, VIC, Australia**
1991-2014

Senior Program Director Assessment and Standards Development

Led the development of state assessments away from minimum basic skills to higher-order skills. Led the integration of content and assessment staff within a complex state agency.

PROFESSIONAL
ACTIVITIES

- Member: American Educational Research Association
- Member: National Council on Measurement in Education
- Member/Facilitator of more than 20 state, national, and international Technical Advisory Committees (TACs)

KARLA L. EGAN

EDMETRIC LLC, PRINCIPAL AND FOUNDER



20053 Duck Dr., Malta Bend, MO 65339



(660) 631-0843



karla.egan@edmetric.com

EDUCATION

Ph.D., Sociology, University of Massachusetts, Amherst

M.A., Sociology, University of Massachusetts, Amherst

B.A., Sociology, Truman State University, Kirksville, MO

SPECIALIZED

QUALIFICATIONS

- Nationally and internationally recognized for work in standard setting and achievement-level descriptor development
- Skilled in group facilitation
- Experience in item and data analysis using both Classical Test Theory and Item Response Theory
- Experience in equating, scaling, and analysis of K-12 assessments, including both fixed form and computer adaptive assessments
- Ability to communicate effectively orally and in writing with a wide variety of stakeholders
- Knowledge of Every Student Succeeds Act, in particular as applied to United States Department of Education Peer Review requirements
- Experience working with large-scale assessments at state, national, and international levels

EdMetric LLC

Principal

Malta Bend, MO

September 2015–Present

Consult with state and local education agencies, assessment consortia, and assessment vendors to provide high-quality, broad psychometric support for large-scale assessment programs. Design and facilitate standard-setting and achievement-level descriptor development workshops using well-known methodologies (Bookmark, Angoff with and without modification, ID Matching, etc.). Design and implement achievement-level descriptor development processes tailored to specific program structure and purpose. Design and implement alignment studies and workshops using technically sound methodologies tailored to program design and needs. Complete quality assurance audits for large-scale assessment programs. Contribute to Technical Advisory Committees, both as a member and as chairperson, for multiple state assessment programs and consortia. Contribute to professional body of knowledge in the field via publications and presentations.

PROFESSIONAL EXPERIENCE

PROFESSIONAL
EXPERIENCE
continued

**National Center for the
Improvement of Educational
Assessment**

Dover, NH

June 2013–August 2015

Associate

Provided technical support to state and local education agencies on issues related to the design, development, implementation, and documentation of assessments and accountability systems. Developed Requests for Proposals for a wide range of psychometric and policy-related issues, including test development, psychometric analyses, score reporting, and technical manual development. Coordinated and facilitated Technical Advisory Committee meetings. Audited standard setting, providing expert feedback to states and vendors.

CTB/McGraw-Hill

Monterey, CA

Research Manager, Research Scientist September 1999–May 2013

Provided technical support to state and local education agencies on issues related to the design, development, implementation, and documentation of assessments and accountability systems. Developed Requests for Proposals for a wide range of psychometric and policy-related issues, including test development, psychometric analyses, score reporting, and technical manual development. Coordinated and facilitated Technical Advisory Committee meetings. Audited standard setting, providing expert feedback to states and vendors.

HONORS &
RECOGNITIONS

- CTB/McGraw-Hill Research and Development Grant – “The Detection of Cheating through Hierarchical Growth Models” (2010), Co-investigator
- CTB/McGraw-Hill Research and Development Grant – “Aligning Achievement Level Descriptors to Mapped Item Demands across Achievement Levels to Enhance Valid Interpretation of Scale Scores and Inform Item Development” (2010), Co-investigator
- CTB/McGraw-Hill Research and Development Grant – “Detecting and Deleting Anchor Set Items: Guidelines and Consequences” (2008), Principal Investigator
- CTB/McGraw-Hill Employee of the Month (September 2000, January 2005)

MARY EDGLEY



1975 Province Road, Point Roberts, WA 98281



(360) - 945 - 0688



mary.edgley@edmetric.com

EDUCATION

Ph.D., University of Missouri, Columbia. Special Education, Area of Emphasis: Assessment.

M.Ed., University of Missouri, Columbia. Special Education.

B.S., University of Missouri, Columbia. Recreation and Parks Administration.

PROFESSIONAL EXPERIENCE

EdMetric LLC

Malta Bend, MO

Associate

November 2021–Present

Assist EdMetric by providing assessment and curriculum related support to state and local agencies. Work with state education department personnel in the development and writing of peer review submissions.

Blaine Elementary

Blaine, WA

Classroom Teacher

August 2001–December 2021

Taught grades kindergarten, first, second, third and fourth. The majority of years with the district were spent as the lead teacher at a small primary school serving students in grades K to 3 in a combined classroom. Additional district level responsibilities included grade-level team leader, Site-Based Team, Learning Environment Team, and the district's Assessment Committee. At the state level, I served on the Reading Assessment Leadership Team (R.A.L.T.) for Washington's Office of the Superintendent of Public Instruction (O.S.P.I.), as a KEYS coordinator for the Washington Education Association (WEA), and on the Core Leadership Team and as a LanLead for WEA. I have also written Items for the Smarter Balanced Assessment and the Washington state test. I received National Board Certification in 2009 and renewed it in 2019.

Educational Consultant

Missouri & British Columbia, Canada

November 1994–October 1999

Provided consulting services on a contract basis to government agencies, educational organizations, and public-school districts. General responsibilities included coordinating projects, providing technical assistance, developing educational materials, developing and conducting training sessions and inservices, completing program evaluations, organizing focus groups, designing data collection tools, conducting research, analyzing data, and developing written materials and reports.

William Woods University

Fulton, MO

Adjunct Professor

October 1996–August 1999

Taught the following classes for the University's Master's Program in Education: Research Methods, Teaching Reading and Writing Across Disciplines, and Appraisal of Student Learning.

PROFESSIONAL
EXPERIENCE
continued

**Missouri Department of Elementary
and Secondary Education**

Jefferson City, MO

*Supervisor,
School Improvement Program*

July 1991–November 1992

Assisted in the revision of the state’s public school classification and accreditation program. Led and served on multidisciplinary school improvement teams responsible for evaluating districts’ programs and services. Assisted in the design and development of data collection tools. Conducted workshops for district and state department personnel concerning the School Improvement Program and the use of performance indicators in school evaluation. Assisted school districts in the selection of outcome indicators and in organizing performance data in preparation for formal review. Evaluated performance data submitted by school districts and prepared each district’s performance report. Served on the committee responsible for recommending levels of accreditation to the Missouri State Board of Education.

*Supervisor,
Assessment Section*

August 1987–June 1991

Served on the *Commissioner of Education’s Advisory Committee on Testing*. Helped revise the assessment standards for Missouri public schools, and developed a model assessment program for Missouri school districts. Consulted with school districts regarding their student assessment programs. Provided workshops and inservice training to teachers, administrators and state department personnel on various topics related to assessment. Provided technical assistance to school districts and state department personnel regarding specialized assessment [e.g., the assessment of young children, gifted students and English-as-a-second-language (ESL) students]. Assisted school districts and state department personnel in the evaluation of educational programs and services, including research design and the selection and development of assessment instruments. Assisted in the development and coordination of state-developed tests and in scoring the state writing assessment. Wrote public reports summarizing state assessment results. Prepared informational materials for school districts and parents.

University of Missouri

Columbia, MO

*Supervisor,
Child Study Clinic*

August 1985–August 1986

Planned and supervised psycho-educational assessments at a multidisciplinary clinic designed to assist children experiencing learning and/or behavioral difficulties. Guided graduate students in the administration of assessment instruments, in designing remedial programs based on assessment results, and in completing assessment write-ups and case studies. Supervised administration, scoring and interpretation of standardized and informal assessments. Supervised staffings and conducted conferences with parents and school personnel.

PROFESSIONAL
EXPERIENCE
continued

University of Missouri

Columbia, MO

Supervisor,

August 1984–May 1985

Student Teachers in Learning Disabilities

Assisted in the design and implementation of the University's first undergraduate student teaching program in learning disabilities. Compiled a handbook for student teachers. Placed student teachers in public schools. Supervised and evaluated student teachers.

Supervisor,

August 1986–July 1987 &

Student Aides in Learning Disabilities

January 1984–May 1985

Assisted in the design and implementation of the University's first undergraduate student aiding program in learning disabilities. Helped compile a handbook for student aides. Conducted on-site visits to supervise and evaluate student aides. Met with aides and cooperating public school teachers to monitor progress.

AMY JONES



22086 Fern Ave, Malta Bend, MO 65339



(660) 815-3090



amy.jones@edmetric.com

EDUCATION

B.S., Business Administration, Baker University, Baldwin, KS

PROFESSIONAL EXPERIENCE

EdMetric LLC

Malta Bend, MO

Program Manager

August 2016–Present

Coordinate and manage multiple projects simultaneously with state departments of education and educational vendors that include standard settings, alignment studies, USED Peer Review, and ALD Workshops. Contribute to the development of contracts, budgets, timelines, and deliverables for all company projects. Communicate with clients and team members to ensure successful completion of projects. Assist with administrative duties that support daily operations of the company.

Central Missouri Agri Service

Marshall, MO

Safety Coordinator/Retail Associate

April 2015–August 2016

Prepared and presented monthly safety meetings for the company and retained documentation on all employees. Scheduled driver DOT physicals and maintained driver records ensuring the company was within compliance of DOT rules and regulations. Assisted with sales in feed, chemical and farm supplies for clients.

Hustler's Sports Bar & Grill

Marshall, MO

Owner

December 2004–March 2014

Recruited, hired and trained staff in all aspects of daily operations. Monitored food, liquor, building maintenance and labor costs. Purchased inventory on a daily basis. Consistently maintained a great atmosphere, excellent food and most importantly, customer satisfaction.

TransAmerica Bank

Lenexa, KS

Collections Manager

September 1995–February 2002

Assisted with the centralization of 550 branch locations into a national call center in Lenexa, KS. Lead a team of 100 employees with 30 direct reports responsible for the maintenance of a 5 billion dollar portfolio. Communicated and coordinated with the IT department for all system upgrades and installations.

GE Capital

Merriam, KS

Collections Manager

February 1991–September 1995

Trained and lead a team responsible for collecting outstanding debts on various portfolios. Created strategies for meeting monthly collection goals on automated dialing system.

Neil W. Harms
4001 Greenbrier Dr.
Jefferson City, Mo. 65109
(573) 819-7108

EDUCATION

University of Missouri-Columbia, M.Ed., May, 1993
Educational and Counseling Psychology; emphasis in Vocational Assessment, Rehabilitation Counseling and Assistive Technology

University of Missouri-Columbia, B.E.S., December, 1990
Educational and Counseling Psychology

EXPERIENCE

Director, Eligibility and Utilization Review - (2018-2023) Missouri Department of Mental Health – Division of Developmental Disabilities

- Statewide leadership of the teams conducting eligibility and utilization review.
- Assisted with the development and implementation of the Missouri Adaptive Ability Scale (MAAS);
- Develop and implement state rules, policies and procedures;
- Conduct statewide trainings.
- Assist leadership team with decision making on statewide policies;

Field Operations Manager - (2016-2018) Missouri Vocational Rehabilitation

- Develop and implement policies and procedures on a statewide basis;
- Conduct statewide trainings around agency policies, federal law, federal regulation and state rule;
- Assist leadership team with decision making on statewide policies;

Director, AWARE Case Management - (2011-2016) Missouri Vocational Rehabilitation

- Direct the implementation and maintenance of the AWARE case management system;
- Seek out, evaluate and implement technology to enhance and improve the AWARE system;
- Provide statewide staff training on the many aspects of the AWARE system;
- Assist with development and implementation of policies and procedures;
- Liaison between the fiscal and client services units in the MO VR program;

District Supervisor - (2000-2011) Missouri Division of Vocational Rehabilitation

- Work extensively with persons with disabilities.
- Responsible for supervising twelve staff who assist individuals with disabilities to enter employment;
- Provide new counselor training and work with all staff in the operation of the district office;
- Assure services are provided in accordance with federal regulations and agency policies;

Computer System Implementation and Training - (1997-2000) Missouri Division of Vocational Rehabilitation.

- Was selected to assist with implementation of, and staff training for the Missouri Division of Vocational Rehabilitation's newly installed statewide Lotus Notes-based case system;

Senior Counselor - (1993-2000) Missouri Division of Vocational Rehabilitation

- Worked extensively with persons with disabilities;
- Primarily responsible for evaluation, counseling, guidance, case management and vocational planning with the primary goal being gainful employment;
- Appointed as an area assistive technology specialist;

Masters Intern - (1993) Daniel M. Carney Rehabilitation Engineering Center, Cerebral Palsy Research Foundation (CPR), Wichita, KS

- Worked extensively with persons with CP and other disabilities;
- Gained experience with rehabilitation engineering, assistive devices and technology.

Project Associate - (1991-1992) Life-Centered Career Education (LCCE) Distance Learning Project, Department of Educational and Counseling Psychology, University of Missouri-Columbia

- Responsible for coordinating project activities with University of Missouri-Columbia, Missouri Department of Elementary and Secondary Education, Education Satellite Network of Missouri, and West Virginia Graduate College professionals;

References available on request.

VITA
Cla Stearns, Ph.D.
Licensed Psychologist #2001014364

PROFESSIONAL EXPERIENCE:

Children’s Director, July 2022 to present

Missouri Department of Mental Health

Responsible for policy, procedure and strategic initiatives related to services for children and youth served by Missouri’s Department of Mental Health (DMH).

- **Direct oversight**
 - DMH Clinical Coordinator
 - DMH Director of Young Adult Services
 - DMH Children’s Service Coordinator
 - DMH Early Childhood Wellness Coordinator
- **Initiatives**
 - Children’s System of Care
 - Interagency communication and cooperation system
 - Children’s Waiver
 - 1115c Medicaid demonstration waiver development
 - Parental Capacity Project
 - Children’s Mental Health Collaborative
 - Coalition of state and private leadership addressing critical issues in children’s mental health
- **Governance, Advisory, and Board Memberships**
 - Hawthorn Children’s Psychiatric Hospital Board of Governors
 - MO Juvenile Justice Information Governance Commission
 - Family and Community Trust Board of Directors
 - Child and Family Services Review Advisory Committee
 - Missouri Association of Dual Diagnosis (MOADD) Advisory Council
 - Psychotropic Advisory Commission, Missouri Dept. of Social Services, Children’s Division (appointed position)
 - Juvenile Justice Improvement Project Steering Committee, (appointed position)
 - Connected Communities Thriving Family Champion
 - Family First Statewide Advisory Committee

Assistant Division Director, April 2018 to July 2022

Missouri Department of Mental Health, Division of Developmental Disabilities

Responsible for the functioning of the following aspects of Missouri’s Division of Developmental Disabilities (DDD), the leads of which are direct reports:

- Division intake, eligibility, and assessment process
- Division non-Medicaid case management
- Utilization review and service funding approvals for DDD-managed Medicaid waivers and general revenue supports
- DDD Regional and Satellite offices in Springfield, Joplin, Albany and Kansas City

Other duties:

- Principal developer of the Missouri Adaptive Ability Scale (MAAS), a norm-referenced measure of adaptive functioning corresponding to the federal and state definition of developmental disability. Provides a single assessment tool for all major DDD functions.
- Subject matter expert in intake, eligibility, support planning, service approval, non-Medicaid case management, waiver slot approval, and other aspects of the DDD process in the development of case management and waiver management software.
- Provide technical assistance for planning and delivering services through four DDD-managed Medicaid waived programs.
- Represent the Division in interagency cooperative efforts, including with Missouri Children's Division, Medicaid workgroup, Missouri Association for Dual Diagnoses, and LEAP Grant, Missouri Area Agency on Aging

Director of Assessment, Eligibility, and Utilization, March 2012 to July 2018

Missouri Department of Mental Health, Division of Developmental Disabilities

Central Office position responsible for directing intake, eligibility, assessment, and utilization review for Missouri's Division of Developmental Disabilities. Provide policy direction, clinical assistance and review of complex cases for staff at eleven regional offices. Established and maintains operational definition to be used in the determination of eligibility across the state. Leads the state Diagnostic Review Team. Works collaboratively with the UR teams of the Regional Offices to develop and improve a process of utilization review. Member of the State Exceptions Committee, which considers applications for exemptions from the criminal history exclusion for prospective providers wishing to work with individuals with disabilities.

Behavioral Health Care Manager, February, 2005 through March 2012.

Missouri Care Health Plan, an Aetna Company

Performed clinical reviews and evaluation of medical necessity for inpatient and outpatient care for members with mental health challenges. Member of the working groups for cultural competency and health literacy programs. Presented and participated in weekly interdisciplinary rounds with other health care professionals, including social workers, professional counselors, psychiatry and physical health physicians in order to address the needs of members with complex medical and behavioral health needs. Presented and participated in behavioral health rounds focused on the needs of members in inpatient psychiatric hospitalization settings. Composed articles on a wide variety of mental health issues for publication in member and provider newsletters.

Private Practice Licensed Psychologist, June, 2001 to December, 2009

Provided psychological and psychoeducational assessment, consultation, and behavior therapy services to public and private schools, governmental agencies, and families. Assessment centered on the identification and treatment of cognitive deficits, behavioral disorders, and personality, mood, substance abuse, psychotic, and anxiety disorders.

Postdoctoral Psychologist Intern_June 1999 to June 2001

Neuropsychology Diagnostics Inc. & John Small, Clinical Psychologist,

Performed psychological, neuropsychological and psychoeducational assessments and behavior therapy under the supervision of licensed psychologists.

Vocational Consultant

Meridian Health Care, Sedalia, MO

January 1997 to January 1998

Provided vocational rehabilitation needs assessment and counseling for injured workers in a private work-hardening program.

Research Assistant

University of Missouri, 1997

Conducted with Rick Jay Short, Ph.D.

Topics: School to Work Program Assessment,
Social Service Integration Research,
Human Service Curriculum Integration,

Graduate Instructor

University of Missouri, 1996-1997

Course Titles: *Learning and Instruction, School Psychology Practicum*

Practicum Supervisor, University of Missouri Psychological Assessment and Consultation Clinic

Instructed graduate psychology students on intelligence, personality and psychoeducational assessment instruments.

Graduate Assistant, Situational Assessment Coordinator

University of Missouri Assessment and Consultation Clinic, 1995-1996

Senior Counselor

Missouri Division of Vocational Rehabilitation

August 1993 to August 1995, & May 1997 to August 1997.

EDUCATION:

Ph.D. Educational and Counseling Psychology

University of Missouri – Columbia, 1999

Areas of Emphasis: Psychological Assessment
Neuropsychology
School Psychology

M.Ed., Counseling Psychology,

University of Missouri - Columbia, 1993

Areas of Emphasis: Rehabilitation Counseling
Vocational Assessment.

B.S. Ed., Secondary Education

University of Missouri - Columbia, 1990

Area of Emphasis: Social Studies Education

COMPLETED INTERNSHIPS AND PRACTICA:

Pre-Doctoral Psychological Internship

University of Missouri Assessment and Consultation Clinic, 1998
Performed psychological and neuropsychological assessment of children, adolescents and adults. Composed the needs assessment and evaluation design components of two grants to train for and implement an after-school social skills and academic skills training program; one grant awarded. Provided evaluation and consultation services for Missouri Department of Elementary and Secondary Education regarding the quality of the state's welfare-to-work vocational assessment process. Contributed to the design and implementation of research into adult ADHD with the Missouri Division of Vocational Rehabilitation.

Practicum in Neuropsychology,

Rusk Rehabilitation Hospital, Columbia, MO
August to December 1996.

Practicum in Psychoeducational Assessment

University of Missouri Assessment and Consultation Clinic
August 1995 to May 1996.

Internship in Rehabilitation Counseling

Disability Management Associates, Columbia, MO
January to May 1993.

Practicum in Counseling Psychology

University of Missouri Assessment and Consultation Clinic
August to December 1992.

PRESENTATIONS & PUBLICATIONS:

Attention deficit/hyperactivity disorder and working memory in clinically referred adults. (2004). Stearns, Cla, Dunham, Mardis, et al. *International Journal of Neuroscience*

The Use of Authentic / Community Based Assessment in the Rehabilitation of Persons with Specific Learning Disabilities. Cla Stearns, M.Ed., C.R.C., and James R. Koller, Ph.D., presenters, 104th Annual Conference of the American Psychological Association, Toronto, Canada, August, 1996

The use of authentic / community based assessment in the rehabilitation of persons with specific learning disabilities. Stearns, C., & Koller, J., (1996). Rehabilitation Psychology,

CURRICULUM VITA

(2/9/2023)

Mardis D. Dunham

Department of Educational Studies, Leadership and Counseling
Murray State University
3201 Alexander Hall
Murray, KY 42071-3340
Office: (270) 809-6466
mdunham@murraystate.edu

Education

Ph.D.	University of Missouri-Columbia School Psychology Minor: Communication Disorders Minor: Counseling Specialty: Neuropsychology	1996
	Dissertation Title: A Comparison of Adult Learning Disability Subtypes in the Vocational Rehabilitation System	
	Doctoral Mentor: Karen Multon, Ph.D.	
S.S.P.	Northeast Louisiana University School Psychology	1990
M.S.	Northeast Louisiana University School Psychology	1989
B.A.	Northeast Louisiana University Major: General Psychology	1987
Specialist Internship	School Psychology East Baton Rouge Public Schools Baton Rouge, Louisiana	1989-1990
Pre-doctoral Internship	School Psychology and Neuropsychology Assessment and Consultation Clinic University of Missouri Columbia, Missouri	1996

Post-doctoral Internship	School Psychology and Neuropsychology Child and Family Psychological Services and Rusk Rehabilitation Hospital Columbia, Missouri	1997
Post-doctoral Internship	Assistant Professor Department of Educational Leadership and Counseling; Murray State University Murray, Kentucky	1997

Professional Affiliations

Kentucky Association for Psychology in the Schools (KAPS)
Kentucky Psychological Association (KPA)

Professional License

Kentucky Licensed Psychologist and Health Service Provider (active)
Kentucky Certified School Psychologist (inactive)
Illinois Certified School Psychologist (inactive)
Tennessee Licensed School Psychologist (inactive)
Missouri Licensed Psychologist (inactive)
Louisiana Certified School Psychologist (inactive)
Missouri Certified School Psychologist (inactive)

Professional Experiences

August 2007 – Present	Professor in School Psychology Director, CoEHS Counseling and Assessment Center Dept. of Educational Studies, Leadership and Counseling Murray State University, 3201 Alexander Hall Murray, KY 42071-3340
August 2002 – August 2007	Assoc. Professor & Coordinator of School Psych. Dept. of Educational Studies, Leadership and Counseling Murray State University, 3201 Alexander Hall Murray, KY 42071-3340
August, 1997 - August, 2002	Asst. Professor & Coordinator of School Psych. Dept. of Educational Studies, Leadership and Counseling, Murray State University, 3201 Alexander Hall, Murray, KY 42071-3340
January, 1997 - August, 1997	Psychology Resident Child and Family Psychological Services Columbia, Missouri

January, 1997 - May, 1997	Adjunct Instructor, University of Missouri Columbia, Missouri
January, 1996 - December, 1996	Pre-doctoral Intern Educational and Counseling Psychology Assessment and Consultation Clinic University of Missouri-Columbia
December, 1993 - June, 1995	Missouri Certified School Psychologist Division of Youth Services Troy, Missouri
August, 1992 - December, 1995	Research and Clinical Assistant Educational and Counseling Psychology Assessment and Consultation Clinic University of Missouri-Columbia
August, 1992 - June, 1993	Missouri Certified School Psychologist Mid-Missouri Restructuring Consortium Fayette and Pilot Grove, Missouri
August, 1990 - August, 1992	Louisiana Certified School Psychologist Jackson Parish Public Schools Jonesboro, Louisiana
August, 1989 - June, 1990	Louisiana Certified School Psychologist (Intern) East Baton Rouge Parish Public Schools Baton Rouge, Louisiana
June, 1988 - June, 1989	Psychometrist/Clinical Assistant Psychological Healthcare, Inc. Monroe, Louisiana
August, 1988 - March, 1989	Behavior Technician Woodland Hills Psychiatric Hospital West Monroe, Louisiana
August, 1987 - August, 1989	Graduate Assistant, Research and Teaching Northeast Louisiana University Monroe, Louisiana

Manuscripts in Review or Preparation

Gremaud, K. & Dunham, M. (in review). *Can Virtual Observations Effectively Prepare Pre-service Educators for a Career in Teaching?*

Manuscripts Published in Refereed Journals

- Brogan, J., Bloomdahl, S. C., Rowlett, W. H., & Dunham, M. (2020). Using SFBC group techniques to increase Latino academic self-esteem. *Journal of School Counseling, 18*(11). Retrieved from <http://www.jsc.montana.edu/articles/v18n11.pdf>
- Raben, K., Brogan, J. R., Dunham, M., & Bloomdahl, S. (2019) Response to Intervention (RTI) and Changes in Special Education Categorization. *Exceptionality Education International, 29*, 59-71. Retrieved from <https://ir.lib.uwo.ca/eei/vol29/iss2/4>
- Rowlett, W., Wilson, R., Patel, S., & Dunham, M. (2018). Personality differences among school professionals: Implications for consultation effectiveness. *The Practitioner Scholar: Journal of Consultation and Professional Psychology, 7*, 197 – 208.
- Jones, K., Clark, L., Wilson, R., & Dunham, M. (2018). Poverty and parent marital influences on student achievement. *Educational Research Quarterly, 42*(1), 62 – 80.
- Martin, C., Dunham, M., Patel, S., & Bloomdahl, S. (2016). Anchoring ADHD symptoms to mental age. *Psychology in the Schools, 53* (9), 926 – 937.
- Marchetti, R., Wilson, R., & Dunham, M. (2016). Predicting Academic Success in High School Students from Low SES Families. *Educational Research Quarterly, 39* (4), 3 – 20.
- Rideout, D., Dunham, M., & McCall, M. (2014). Norm-referencing time-on-task for elementary students. *Explorations, <http://www.murraystate.edu/explorations>*.
- McCall, M., Lyons, R., & Dunham, M. (2012). A comparison of student ratings in traditional and interactive television courses. *Explorations. <http://www.murraystate.edu/explorations>*. Also in print in *Education Research Quarterly*
- Washington, A., & Dunham, M. (2011). Attachment parenting: Early parenting practices and outcomes for adolescents. *Educational Research Quarterly, 35* (2), 43-75
- Cummins, M. A., Dunham, M., & Contreras-Bloomdahl, S. (2011). The need for grief plan awareness and staff training in schools. *VISTAS: Ideas and Research You Can Use 2011. http://counselingoutfitters.com/vistas/vistas11/Article_83.pdf*
- Phelps, T., Dunham, M., & Lyons, R. (2010). Military deployment and elementary student achievement. *Educational Research Quarterly, 33*(4), 37-52.
- Rendek, T., Reio, T., & Dunham, M. (2009). The effects of a multimedia-based intervention on the aggressive and prosocial behaviors of students with disabilities. *Kentucky Counseling Association Journal, 28*, 57-67.
- Lohman, C., Lyons, R. & Dunham, M. (2008). Disabilities and the GED: An analysis of pass rates, test scores, and accommodations. *Kentucky Counseling Association Journal, 27*, 1 – 9.

- Dunham, M., & Preston, R. (2008) Changes in diagnosing learning disabilities: Implications for Vocational Rehabilitation. *Rehabilitation Counselors and Educators Journal*, 2, 25 – 31.
- Sanders, S., McIntosh, D., Dunham, M., Rothlisberg, B., & Finch, H. (2007). Joint confirmatory factor analysis of the Differential Ability Scales and the Woodcock-Johnson Tests of Cognitive Abilities—Third Edition. *Psychology in the Schools*, 44, 119-138.
- Dunham, M., Liljequist, L., & Martin, J. (2006). Streamlining Psychoeducational Reports. *Trainers' Forum*, 25, 9-14.
- Douget, R., Dunham, M., & Lyons, R. (2006). Personality profiles of adults with Attention-Deficit/Hyperactivity Disorder and specific learning disabilities. *Kentucky Counseling Association Journal*, 25, 14 - 25
- Rockwell, P., & Dunham, M. (2006). The Utility of the Formal Elements Art Therapy Scale in Assessment for Substance Use Disorder. *Art Therapy: The Journal of the American Art Association*, 23, 104 – 111.
- Stearns, C., Dunham, M., McIntosh, D., & Dean, R. (2004). Attention deficit/hyperactivity disorder and working memory in clinically referred adults. *International Journal of Neuroscience*, 114, 273 – 287.
- Wann, D. L., Waddill, P. J., & Dunham, M. D. (2004). Using sex and gender role orientation to predict level of sport fandom. *Journal of Sport Behavior*, 27, 367-377.
- Wann, D., Dunham, D., Byrd, M. & Keenan, J. (2004). The five-factor model of personality and the psychological health of highly identified sport fans. *International Sports Journal*, 8, 28-36.
- Gibney, L., McIntosh, D., Dean, R., & Dunham, M. (2002). Diagnosing attention disorders with measures of neurocognitive functioning. *International Journal of Neuroscience*, 112, 539 – 564.
- Dunham, M., McIntosh, D., & Gridley, B. (2002). An independent confirmatory factor analysis of the Differential Ability Scales. *Journal of Psychoeducational Assessment*, 20, 152 – 163.
- Weston, K., Dunham, M., & Koller, J. (2002). Vocational Counselor Perceptions of the General Educational Development Test. *Journal of Rehabilitation*, 68, 33 – 40.
- Dunham, M., Dunham, K., Tick, S., & Roberson, J. (2001). Saving human and financial resources: Effective use of pre-referral screening data. *Kentucky Counseling Association Journal*, 20, 17 – 19.
- Dunham, M., Schrader, M., & Dunham, K. (2000). Vocational rehabilitation of adults with comorbid borderline IQ and learning disabilities. *Journal of Rehabilitation*, 66, 31 – 36.
- Dunham, M. & Johnstone, B. (1999). Variability of neuropsychological deficits associated with carbon monoxide poisoning: Four case reports. *Brain Injury*, 13, 917 – 925.

Dunham, M., Multon, K., & Koller, J. (1999). A comparison of adult learning disability subtypes in the Vocational Rehabilitation system. *Rehabilitation Psychology*, 44, 248 - 265.

Baker, A., Linhardt, R., & Dunham, M. (1999). Effectiveness of secondary education programs as perceived by rural high school graduates. *Rural Educator*, 20, 19-25.

Miller, T, Holcomb, T., Dunham, M., & Bilyeu, J. (1999). Domestic Violence: A model algorithm and pathway of care for counselors. *Kentucky Counseling Association Journal*, 18, 28 – 32.

Dunham, M., Holliday, G., Douget, R., Koller, J., Presberry, R., & Wooderson, S. (1998). Vocational rehabilitation outcomes of African American adults with specific learning disabilities. *Journal of Rehabilitation*, 64, 36 - 41.

Dunham, M., Koller, J. & McIntosh, D. (1996). A preliminary comparison of unsuccessful closure types among adults with specific learning disabilities in the Vocational Rehabilitation system. *Journal of Rehabilitation*, 62, 42- 47.

McIntosh, D., Dunham, M., Dean, R., & Kundert, D. (1995). Neuropsychological characteristics of learning disabled/gifted children. *International Journal of Neuroscience*, 83, 123 - 130.

Manuscripts in Non-refereed Journals or Limited Circulation

Dunham, M. (2007, December). The post-secondary implications of RTI. *Communique*, 36, 5.

Dunham, M. (2001). What trainers should know about the GED. *Trainer's Forum*, 19 (4), 8 – 9.

Dunham, M., Dunham, K., Tick, S., & Roberson, J. (2000). Saving human and financial resources: Effective use of pre-referral screening data. *Trainers' Forum*, 18, 5, 14 - 16. Also published in 2003 in the *Missouri Association of School Psychologists News*, 13 (1), 8 – 11.

Dunham, M. (1998). School to work transition and learning disabilities: Considerations for training school psychologists. *Trainer's Forum*, 17, 1, 6-7.

Dunham, M., Baker, E., Minder, C., McCormick, B., & McGuire, L. (1989). *A comparison of academic adjustment between two different kindergarten systems*. Unpublished manuscript, Northeast Louisiana University.

Reviews and Content Synopses

Dunham, M. (2008). Adaptive behavior assessment. In F. T. L. Leong (Ed.), *Encyclopedia of Counseling*. Thousand Oaks, CA: Sage Publishing

Dunham, M. & Vazquez, E. (2004). Summary of the 2004 TSP conference in Dallas, Texas. *Trainer's Forum*, 22 (4), 12-15.

- Dunham, M. & Hughes, T. (2003). Summary of the 2003 TSP conference in Ontario, Canada. *Trainer's Forum*, 21 (4), 7 – 9.
- Dunham, M., & Hughes, T. (2002). Summary of the 2002 TSP conference in Chicago, IL *Trainer's Forum*, 20 (4), 5 – 6.
- Dunham, M., & Hughes, T. (2001). Summary of the 2001 TSP conference in Washington, DC, *Trainer's Forum*, 19 (4), 4 – 6.
- Dunham, M. (2000). Summary of the 2000 TSP conference in New Orleans. *Trainer's Forum*, 18 (4), 9-10.
- Dunham, M. & McIntosh, D. (1999). 1999 TSP conference in Las Vegas: A sure bet! *Trainer's Forum*, 18, (1) 4, 18.
- McIntosh, D., & Dunham, M. (1996). *Personal-Social assessment*. In T.F. Fagan, & P. G. Warden Publishing Group.
- Dunham, M. (1989). Behavior planning in a psychiatric hospital. In E. Maples & R. Santana (Eds.), *Designing a Behavior Management Program: A Practitioner's Guide*. (pp. 73 - 81), Dubuque, Iowa: Wm. C. Brown.

Presentations at National Professional Meetings

- Dunham, M. (2010, April). Identifying and Teaching Adults with Disabilities in ABE. Paper and workshop (two sessions) presented at the annual Mountain Plains Adult Education Association Conference, Tempe, AZ.
- Dunham, M. (2009, July). *Advance your training: Reviewing cases using additional assessment batteries*. Paper and workshop presented at the annual GED Administrators Conference. Savannah, GA.
- Dunham, M. (2009, July). *Forms and FAQ: How to train your examiners*. Paper and workshop (two sessions) presented at the annual GED Administrators Conference. Savannah, GA.
- Dunham, M. (2007, September). *Providing psychological feedback to consumers*. Paper presented at the annual National Rehabilitation Association training conference. Tucson, AZ.
- Dunham, M., & Preston, R. (2007, September). *Response to intervention: Implications for changes in diagnosing learning disabilities*. Paper presented at the annual National Rehabilitation Association training conference. Tucson, AZ.
- Dunham, M. (2006, June). *Feasibility and consequences of Response to Intervention*. Paper presented at the annual GEDTS Disabilities Consultant Training, Washington, DC.
- Dunham, M. (2005, July). *Providing accommodations on the GED*. Workshop presented at the annual GED Administrator's conference, Point Clear, AL.

- Douget, R., Dunham, M., & Lyons, R. (2005, March). *Psychological profiles of adults with ADHD and learning disabilities*. Poster presented at the annual convention of the National Association of School Psychologists, Atlanta, GA.
- Dunham, M., Liljequist, L., & Martin, J. (2004, April). *Streamlining Psychological Reports*. Poster presented at the annual convention of the National Association of School Psychologists, Dallas, TX
- Dunham, M., & Haggan, D. (2002, March). *Non-doctoral respecialization as a school psychologist*. Poster presented at the annual convention of the National Association of School Psychologists, Chicago, IL
- Atkins, L., McIntosh, D., & Dunham, M. (2002, March). *A comparison of the DAS factor structure between gifted and non-gifted children*. Poster presented at the annual convention of the National Association of School Psychologists, Chicago, IL
- McIntosh, D., Dunham, M., Gridley, B., Decker, S. (2001, April). *Joint confirmatory factor analysis of the Woodcock-Johnson III Tests of Cognitive Ability and the Differential Ability Scales*. Poster presented at the annual convention of the National Association of School Psychologists, Washington, D.C.
- Dunham, M., & Wann, D. (2000, November). *Using sex and gender role orientation to predict level of sport fandom*. Paper presented at the annual convention of the North American Society for Sociology of Sport in Colorado Springs, CO.
- Koller, J., Weston, K., Dunham, M., Loyd, J., & Wooderson, S. (2000, August). *Changes in the GED: Implications for rehabilitation policy and service delivery*. Paper presented at the annual convention of the GED Administrators Conference, Phoenix, AZ and poster presented at the annual convention of the American Psychological Association, Washington, D.C.
- Dunham, M., & McIntosh, D. (2000, April). *A confirmatory factor analysis of the Differential Ability Scales*. Poster presented at the annual convention of the National Association of School Psychologists, New Orleans, LA.
- Stearns, C., Dunham, M., & Short, R. (2000, April). *Attention deficit/hyperactivity disorder and working memory in clinically referred adults*. Poster presented at the annual convention of the National Association of School Psychologists, New Orleans, LA.
- Dunham, M. & Johnstone, B. (1999, August). *Variability of neuropsychological deficits associated with carbon monoxide poisoning: Three case reports*. Poster presented at the annual convention of the American Psychological Association, Boston, MA.
- Dunham, M., & McIntosh, D. (1999, April). *Exploratory factor analysis of the Upper Preschool Level of the Differential Ability Scales*. Poster presented at the annual convention of the National Association of School Psychologists, Las Vegas, NV.

Dunham, M., Multon, K., & Koller, J. (1997, August). *A comparison of adult learning disability subtypes in the vocational rehabilitation system*. Poster presented at the annual convention of the American Psychological Association, Chicago, IL.

Dunham, M., Multon, K., & Koller, J. (1996, April). *Rorschach response profiles in young adults with specific learning disabilities*. Poster presented at the annual convention of the National Association of School Psychologists, Atlanta, GA.

Dunham, M., Koller, J., McIntosh, D., & Tupper, T. (1996, April). *A preliminary comparison of successful and unsuccessful closure types among adults with specific learning disabilities in the vocational rehabilitation system*. Poster presented at the annual convention of the National Association of School Psychologists, Atlanta, GA.

Dunham, M., Baker, E., & McCormick, B. (1992, March/June). *A comparison of academic adjustment between two different kindergarten systems: A follow-up study*. Poster presented at the annual convention of the National Association of School Psychologists, Nashville, TN and at the annual convention of the American Psychological Association, Boston, MA

Papers Presented at Regional and State Meetings

Dunham, M., & Glass, M. (2019, November). *Am I getting Burned Out?* Paper presented at the Kentucky Association for Psychology in the Schools annual conference. Lexington, KY.

Martin, C., & Dunham, M. (2015, October). *The Effect of Developmental Age upon ADHD ratings*. Paper presented at the Kentucky Association for Psychology in the Schools annual conference. Lexington, KY.

Dunham, M. (2013, May). *DSM-5*. Paper presented to the Missouri Department of Mental Health. Jefferson City, MO.

Dunham, M. (2013, May). *IDEA and Response to Intervention: Implication for OVR*. Paper presented at the Southeast Regional National Rehabilitation Association annual conference in Louisville, KY.

McCall, M., Dunham, M., & Lyons, R. (2012, November). *A Comparison of Student Ratings in Traditional and Interactive Television Courses*. Paper presented at the Mid-South Educational Research Association annual conference in Lexington, KY.

Dunham, M. (2012, September). *Using the Rey Memory Tests with Children and Adolescents*. Paper presented at the Kentucky Association for Psychology in the Schools annual conference in Louisville, KY.

Rideout, D., McCall, M., & Dunham, M. (2011, September). *Norm-referencing time-on-task for elementary students*. Paper presented at the Kentucky Association for Psychology in the Schools Conference in Lexington, KY.

Dunham, M. (2011, February). *Interventions and accommodations for adult learners*. Workshop presented at the South Carolina Department of Education Adult Education Conference in Columbia, SC.

- Dunham, M. (2008, November). *RTI vs. Aptitude/Achievement discrepancy models for determining SLD eligibility*. Poster presented at the MSERA annual conference in Knoxville, TN.
- Dunham, M. (2008, October). *Alternative models of SLD determination*. Paper presented at the NASP Southeast Regional Leadership meeting. San Antonio, TX
- Dunham, M. (2007, September). *SLD assessment options and models*. Paper presented at the WKEC School Psychology and Directors of Special Education Meeting. Grand Rivers, KY
- Dunham, M. (2007, July). *Predicting successful closures and the implications of a changing learning disability definition*. Paper presented at the Kentucky Rehabilitation Association's annual training conference. Lexington, KY.
- Lyons, R. & Dunham, M. (2007, June). *The unintended consequences of RTI*. Workshop presented at the WKEC RTI training conference. Eddyville, KY.
- Dunham, M. (2006, October). *Obtaining GED accommodations in the correctional system*. Workshop presented at the annual Michigan Department of Corrections Training Conference. Lansing, MI.
- Dunham, M. (2006, September). *Helping consumers obtain accommodations on the GED*. Paper presented at the annual Southeast Regional Rehabilitation Association Training Conference, Louisville, KY.
- Lyons, R. & Dunham, M. (2005, November). *Special education identification rates and the use of certified school psychologists in Kentucky*. Poster accepted for presentation at the MSERA annual conference. Baton Rouge, LA. (never presented due to Hurricane Katrina).
- Dunham, M. (2005, September). *Providing psychological feedback to consumers*. Workshop presented at the annual Kentucky Rehabilitation Association conference, Lexington, KY.
- Dunham, M. (2005, September). *The GED accommodation referral and approval process*. Workshop presented at the annual Texas GED Administrators Conference, Austin, TX.
- Dunham, M. (2003, June). *Consumers with learning disabilities in vocational rehabilitation*. Paper presented at the State of Kentucky Vocational Rehabilitation Counselors annual workshop, Madisonville, KY.
- Dunham, M. & Dunham, D. (1999, November). *Pre-Referral Screening*. Paper presented at the Exceptional Children's Conference, Louisville, KY.
- Dunham, M. (1998, December). *Classroom behavior observations and functional behavior analysis*. Paper presented at the semiannual conference of the Kentucky Association for Psychology in the Schools (Region 1), Hopkinsville, KY.

Dunham, M. (1998, September). *Emotional and vocational characteristics of adults with learning disabilities*. Paper presented at the semiannual conference of the Western Kentucky Counselor's Association, Murray, KY.

Waters, T., Dunham, M., & Baker, E. (1990, November). *A wake-up call for school psychology*. A symposium presented at the annual conference of the Louisiana School Psychological Association, New Orleans, LA.

Dunham, M., Baker, E., Minder, C., McGuire, L., & McCormick, B. (1989, November). *A comparison of academic adjustment between two different kindergarten systems*. Paper presented at the annual conference of the Louisiana School Psychological Association, Lafayette, LA

Grants/Contracts Awarded

Missouri Department of Mental Health. November 2015-continuing. Amount Funded: \$75,000. The *Missouri Adaptive Ability Scale* (sole PI/author)

CISR Grant. March 2012. Amount funded: \$2500.

Woodcock-Munoz University Training Grant. September 2007. Amount funded: \$4160

Woodcock-Johnson Psychoeducational Battery Validation Study: A Confirmatory Factor Analysis of the WJ Cognitive Battery. Funding source—Riverside Publishing Company and Measurement/Learning Consultants. August 1997 through December 1998. Amount funded \$7900 (Principal investigator).

Woodcock-Johnson III Tests of Cognitive Abilities Training Grant. Funding source—Riverside Publishing Company and Measurement/Learning Consultants. July 2001. Amount funded \$9600. Used to purchase WJ III Tests for GUI 689/690.

Woodcock-Munoz Foundation University Training Grant. January 2007. Amount Funded \$4,100

American Guidance Service University Partnership Program. August 2001. Amount funded \$9,500.

American Guidance Service University Partnership Program. December 2003. Amount funded \$3000

College of Education Mini Grant: \$1850 (2003) used to purchase contract services to provide testing for the Center for Gifted Studies (written in conjunction with Joy Navan).

College of Education Mini Grant: \$1200 (2002) used to purchase new testing instruments for the school psychology lab

College of Education Mini Grant: \$750 (2002) used to purchase contract services to provide testing for the Center for Gifted Studies (written in conjunction with Joy Navan)

College of Education Mini Grant: \$2000 (2001) used to purchase contract services to provide testing for the Center for Gifted Studies (written in conjunction with Joy Navan)

College of Education Mini Grant: \$2000 (2000) used to purchase the Woodcock-Johnson III: Tests of Cognitive Ability

College of Education Mini Grant: \$700 (1999) used to purchase the Differential Ability Scales

Professional Service (National)

Editorial Board Member for *Psychology in the Schools*. Teachers College, Ball State University, Muncie, IN 47306 (David McIntosh, Editor) (1999 – present)

Associate Editor, *Psychology in the Schools* (2007 – present)

Associate Editor for *The Trainer's Forum* (1999 – 2001)

Editor for *The Trainer's Forum* (2002 – 2005)

Consulting Editor for *The Trainer's Forum* (2006 – 2007)

Executive Board Member for Trainers in School Psychology (2000 – 2003)

Disabilities Advisory Council to the General Educational Development Testing Services, American Council on Education, One Dupont Circle NW, Washington, DC 20036-1163 (Martha Bozman Director, Partner Outreach), 1999 – 2010.

Accommodation Reviewer/Consultant for Pearson/VUE (Debbie Bergholtz Director) (2016 – present)

Kentucky Delegate to the National Association of School Psychologists (2006 – 2012)

Kentucky Association for Psychology in the Schools, Region 1 Representative (2011 – 2019)

Executive Committee Member (2011 – current)

Ethics Chair (2014-current)

Professional Service/Workshops

Department of Educational Studies, Leadership, and Counseling

Library Acquisitions Committee (1997 - 2004)

Curriculum Committee (1997 - 2004)

Tenure Review Committee (2004 – present)

University/College of Education and Human Studies

Promotion and Leave Committee (University level) (2012 – 2021)

Chair Dean's ad hoc promotion and tenure committee (2015 – 2016)

Coordinator of Assessment Services—COEHS Counseling and Assessment Center (2013 – present) (Funding five school psychology graduate students; consult with Murray State University, area public and private schools, local adult education centers, and DCBS to provide very low cost consultation and assessment services)

College Grievance Committee (Chair) (2010 – 2014)

Dean's ad hoc committee on advising (2008 – 2011)

Chair, College Promotion and Leave Committee (2012 – present)

College of Education Tenure Review Committee (2007- present)

Institutional Review Board (2000 – 2003; 2014 - 2021)

Comprehensive Faculty Evaluation Research Committee (1997-1998; 2009)

COEHS Faculty Teaching Award Committee (2013 – 2016)

ADA/504 Committee (1997)
Road Scholars (MSU Recruitment Committee) (1997 – 2000)
Multicultural Education Committee (1998 - 2002)

Regional Workshops

Using Alternative Indices in the KY SLD Tables. Spring, 2018. Workshop presented to school psychologists. London, Georgetown, Eastern, Louisville, and Hopkinsville, KY. Approved for EILA credit

What Mental Health Practitioners Need to Know about Special Education Eligibility. September, 2017. Workshop presented at the regional Kentucky Psychological Association meeting. Murray, KY.

Updates on Tests and the Use of Screening Tests in the Developmental Delay Population. September, 2016. Workshop presented to case managers at Missouri Department of Mental Health. Jefferson City, MO.

SATA, Nelson-Denny, and the Utility of Screening Tests. August, 2016. Workshop presented to the disability reviewers at Pearson VUE. Bloomington, MN.

WISC-V: Administration, Scoring, and Interpretation Workshop. March, 2015. Workshop presented to regional school psychologists from Kentucky, Illinois, and Tennessee. Sponsored by WKEC. Eddyville, KY. Approved for EILA credit.

WISC-V: Administration, Scoring, and Interpretation Workshop. January, 2015. Workshop presented to regional clinical psychologists from Kentucky, Illinois, and Tennessee. Sponsored by Murray State University. Murray, KY. Approved for continuing education credit by Kentucky Board of Examiners psychology.

Woodcock-Johnson IV: Cognitive and Achievement Workshop. December, 2014. Workshop presented to regional school psychologists at the Wabash Ohio Valley Special Educational Cooperative. Norris City, IL. September, 2015. Presented to local licensed psychologists for CE credit.

Woodcock-Johnson IV: Tests of Cognitive Abilities: Administration, Scoring, and Interpretation Workshop. October, 2014. Workshop presented to regional (KY and IL) school psychologists. Grand Rivers, KY. Approved for EILA credit (EILA# 15 EIL 0851).

Woodcock-Johnson IV: Tests of Academic Achievement: Administration, Scoring, and Interpretation workshop. October, 2014. Workshop presented to regional (KY and IL) school psychologists and special education teachers. Grand Rivers, KY. Approved for EILA (EILA# 15 EIL 0968). September 2015. Presented to Calloway and Marshall County school counselors and special education teachers.

DSM-5: Changes and Implications for School Psychologists. Workshop presented to school psychologists and counselors. October, 2014. Grand Rivers, KY. Approved for EILA (EILA 14 EIL 0890).

DSM-5: Changes and Implications for OVR. August, 2014. Workshop presented at the Kentucky Rehabilitation Association Annual Training Conference. Lexington, KY.

DSM-5: Noteworthy Changes for OVR. Workshop presented to vocational rehabilitation counselors in West Kentucky. August, 2014. Paducah, KY.

Better behavior observations and behavioral programming in a 3-tiered model. October, 2011. Workshop presented to school psychologists in Region 1. Grand Rivers, KY.

Using the Rey memory tests with children and adults. Workshop presented to licensed clinical psychologists. April, 2011. Murray, KY. Approved for continuing education credit by the Kentucky Psychological Association and Kentucky Board of Examiners of Psychology.

Helping Students Obtain the GED. West Kentucky Counselors Association. (school counselors). Winter Conference. December, 2009. Madisonville, KY. EILA (#9 EIL 1090).

Interpreting Psychoeducational Data (special education directors and teachers); March, 2009. Fulton County, KY.

Changes in SLD criteria: Implications for school psychologists and school counselors. (school psychologists and school counselors); September, 2008. Murray, KY. EILA (#9 EIL 0850).

Consistency in SLD Assessment (school psychologists); October, 2007. Grand Rivers, KY. EILA (#08 EIL 0897).

Using Curriculum-Based Assessments and Curriculum-Based Measurements to Monitor Learning (special education teachers); March, 2007. Metropolis, IL.

Using Curriculum Based Assessment Practices with RTI (school psychologists); January, 2007. (special education teachers); Metropolis, IL.

The GED Accommodation Application Process: Information for School Psychologists (Region 1 school psychologists); January, 2007. Henderson, KY.

Response to Intervention: Issues for Administrators (school administrators), Legal Issues in the Public Schools Conference. January, 2007. Murray, KY.

Best Practices in Working on School Multidisciplinary Teams (Region 1 school psychologists); Princeton, KY; November, 2006. EILA (# 07 EIL 5680)

Providing effective feedback to DVR Consumers (Vocational Rehabilitation Counselors); Murray, KY. November, 2004.

Woodcock-Johnson-III: Tests of Cognitive Ability (Region 1 school psychologists), Murray, KY; September, 2004. EILS (06 EIL 0380 S)

WISC-IV: Changes in Administration and Interpretation (counselors, psychologists), Murray, KY; Hopkinsville, KY October 7, 14, and 30, 2003. EILS (# I 04EIL1146 S)

Administration, Scoring, and Interpretation of the KABC-2 (school psychologists), Murray, KY. February, 2005. EILA (# 06 EIL 0263) 4 hours

Learning Disabilities Determination, Dawson Springs (counselors, psychologists, special education teachers), Dawson Springs, KY, May, 2001.

Administration, Scoring, and Interpretation of the Woodcock-Johnson III Tests of Cognitive Abilities and Tests of Achievement. Paducah, KY, March 9 and 30, 2001; Murray, KY, September 20, 2001; Exceptional Children's Conference-Louisville, KY, November, 2001; February 18, 2002, Jefferson County School Psychologists—Louisville, KY
Administration, Scoring and Interpretation of the Wechsler Individual Achievement Test (counselors), Draffenville, KY, September 1999.

Administration, Scoring and Interpretation of the Bayley Scales of Infant Development-II (Clinical Psychologists, Early Childhood Specialists), Murray, KY, September, 1998.

Administration, Scoring and Interpretation of the WAIS-III (School Psychologists), Paducah, KY, January, 1998.

Saving Human and financial resources: Effective use of Pre-referral Screening Data. (Directors of Special Education), Lake City, KY, January 2000; (Special Education Teachers and Principals), Paducah, KY, February 2000; (Principals and Counselors), Barlow, KY, July 2000; (Principles and Counselors), Morganfield, KY, August 2000; (School Psychologists and Directors of Special Education) Grafton, IL, December 2000. (Special Education Teachers and School Psychologists), Cadiz, KY, August 2004.

Graduate Courses Taught

Individual Intelligence Testing (beginning and advanced)
Educational and Vocational Guidance
Internship in School Psychology
Group Processes
Psychoeducational Testing and Consultation
Theories of Counseling
Behavioral Assessment and Intervention
Tests and Measurements
Psychological Development of Middle School Children
Professional School Psychology
School Psychology Practicum
Counseling Practicum
Specialty Study
Problems
Dissertation

Undergraduate Courses Taught

Lifespan Development
Developmental Psychology
Middle-School Child Development
Diagnostic Methods

Dissertation/Specialty Study Chair

Can Virtual Observations Effectively Prepare Pre-service Educators for a Career in Teaching?

Krystal Gremaud **Dissertation** (April 2021)

Growth Mindset for Success. Rob Carroll **Dissertation** (July 2019)

A Concurrent Validity Study of the Missouri Adaptive Ability Scale and the Adaptive Behavior Assessment System, Third Edition—Teacher Form. Lindsey Hansen (July 2019)

A Comparison of the Rey Complex Figure and the Wechsler Scales. Amanda Brantley (March 2019)

Predicting Academic Achievement with the Kaufman Assessment Battery for Children—Second Edition. Amy Cherry (November 2019)

Adolescent Perceptions of Behavioral Functioning: Measuring Perceptions of One's Own Behavior. Aaron Hale (December 2018)

Concurrent Validity of the Missouri Adaptive Scale: Comparisons with Measures of Achievement Hannah Swinney (November 2018)

MAAS Correlations with the Vineland-3. Amber Pendergraft (November 2018)

The Concurrent Validity of the Learning Component of the Missouri Adaptive Scale. Nick Johnson (November 2018)

The Test-Retest Reliability of the Missouri Adaptive Scale. Tracy Lang (September 2018)

The Effectiveness of Co-Requisite Math Courses in College. Shauna Mullins (**Dissertation**) (May 2018)

A Comparison of the Rey Auditory-Verbal Learning Test and the Wechsler Scales. Sam Denhart (January 2018)

The Influence of RTI Upon Special Education Eligibility. Kasey Raben (July 2017)

The Concurrent Validity of the Missouri Adaptive Behavior Inventory. Hannah Janecek (July 2017)

Locus of Control, Academic Achievement, and Discipline Referrals. Rachel Hill (December 2016)

Family Resource/Youth Service Centers and Student Achievement. Megan Durham (August 2016)

Poverty, Parent Marital Status, and Academic Achievement. Kelly Jones (August 2016)

Effectiveness of the College and Career Readiness Model. Leigh Choat (September 2015)

Sensation Seeking, Locus of Control, and Impulsivity. Brad Wooten (July 2015)

The Effect of Developmental Age upon ADHD ratings. Callie Martin (July 2015)

A Comparison of Personality Types in Consultation. Harper Rowlett (June 2015)

Validating Norm-referenced Time-on-Task in a Clinical Sample. Christina Shepherd (November 2014)

Mathematics Success Factors for Low SES High School Students. Ryan Marchetti (August 2014)

School Counselor Student Personality and Multicultural Awareness. Heather Winkler (July 2013).

Vocational Interest Factors in Clinically Referred Adults. Kevin Foutch (July 2013)

Peaceful Alternatives to Tough Situations: An Intervention Study. Clay Brigance (July 2013)

End of Semester Evaluations of Instruction: Traditional versus Distance Learning Methods Morgan McCall (December 2011)

Personality Traits and Burnout among School Mental Health Professionals Nanteerapon Engphaiboon (December 2011)

Norm Referencing Time on Task for Elementary Students Desrie Rideout (May 2011)
A New Reality: Transition from Incarceration to Freedom for Substance Abusers Hope King (May 2011)
The Need for Grief Plan Awareness and Staff Training in Schools Molly Cummins (May 2010)
African American Student Achievement in Head Start Tanya Jones (December 2010)
The Relationship between Successful completion of Advanced Placement Classes and ACT College Readiness Benchmarks Jill Harris (December 2010)
Attachment Parenting: Early Parenting Practices and Outcomes for Adolescents Amy Washington (May 2009)
Predicting Juvenile Delinquency using the Youth Level of Service/Case Management Inventory Erin Orr (May 2009)
Personality Traits of Victims of Domestic Violence Ashley Champion (May 2009)
Parent Nurturance and Adaptability in Adolescents in State Custody Megan Vance (May 2009)
Parent Personality, Adolescent Behavior, and Family Cohesion Joetta Kelly (December 2009)
The Effects of Childhood Sexual Abuse on the Development of Eating Disorders: Symptom and Treatment Issues Lisa Young (November 2007)
Military Deployment and Elementary Student Achievement Terri Phelps (December 2007)
The Efficacy of Controlled Drinking in the Treatment of Alcohol Problems Georgia Messmer (December 2005)
Premenstrual Dysphoric Disorder (PMDD) and Depression Melissa Kieffer (December 2005)
The Utility of the Formal Elements Art Therapy Scale in Assessment for Substance Use Disorder Pam Rockwell (May 2005)
Academic & Behavioral Characteristics of Adolescents in Foster Care. Anita Williams (May 2004)

Awards/Recognition

KAPS Regional Award (September 2001, 2009)
 Trainers of School Psychologists Service Award (March 2005)
 College of Education and Human Services Outstanding Faculty Research Award (2007, 2017)
 Board of Regents Teaching Award for College of Education and Human Services (2010)
 Dr. Charles & Marlene Johnson Outstanding Education Faculty Award (2011 and 2016)
 Calloway County Adult Education Volunteer of the Year (2012)
 Kentucky Office of Vocational Rehabilitation Service Award (2014)

Appendix B

Development and Norming of the Missouri Adaptive Abilities Scale (MAAS)

The Missouri Adaptive Abilities Scale (MAAS) is a measure of adaptive functioning for ages one through adulthood. It incorporates a combination of norm-referenced evaluations of functional abilities as well as criterion-based evaluations, depending on the ability or characteristic being measured. This instrument was designed to perform two tasks fundamental to the operation of a state agency tasked with providing services to individuals with developmental disabilities, namely; identification of individuals meeting a developmental disabilities classification from the general population, and the stratification by acuity of those individuals identified as having a developmental disability.

The MAAS was developed to be administered either via face-to-face interaction or virtually via a computer and internet connection with only minimal modifications in administration and scoring. Adaptive functioning is assessed using both informant input and examiner interaction to gain a more reliable and valid assessment of the individuals' daily living skills. It was specifically developed to measure all aspects of adaptive behavior required under federal rule. The MAAS is easily administered and interpreted by most practitioners working for agencies responsible for determining eligibility for state and federal services and support.

The conceptual development of the MAAS began when Dr. Cla Stearns, currently the Children's Director at the Missouri Department of Mental Health (MO DMH) recognized the limitations that characterize available measures of adaptive functioning. When the MAAS contract was approved by MO DMH, Drs. Stearns and Dunham considered the needs of DMH clientele and assessment personnel and researched developmental stages to generate the individual test items, format, scoring, and interpretation. Subject matter experts familiar with the assessment of and services provided to individuals with intellectual and developmental disabilities were consulted during this process. The individual items were analyzed, vetted and sequenced via level of difficulty by the author and other experts in child development and intellectual disabilities. Once the MAAS prototype was developed, it was initially administered to 25 individuals from ages 5 to 30 to identify and address gross issues with administration, scoring and interpretation. Items that relied upon excessive examiner judgement or were overly difficult to score or interpret by either the examiner or the informant were eliminated. The resulting norming version of the MAAS comprised 10 subtests administered in two stages, described below.

The MAAS differs from other measures of adaptive behavior in two important ways. First, part of the test requires the examiner to interact with the client/consumer individually in order to measure memory, reading, and math skills and to gauge the client's understanding of a range of independent functioning. Second, the MAAS, when administered face to face, provides an index of reliability. This index helps judge the extent to which the informant may be exaggerating or otherwise misrepresenting the client's functioning levels. Many measures of psychological functioning, including personality tests (e.g., Personality Assessment Inventory; Minnesota Multiphasic Personality Inventory-2) and behavior rating scales (e.g., Behavior Assessment System for Children-3), include measures of consistency, exaggeration, and underreporting of dysfunction.

When administered face-to-face, the MAAS has three stages: Learning and Observation, Informant Ratings, and the Specialized Needs. All items in the Learning and Observation stage are administered directly to the individual by the examinee. The Observation portion entails the direct observation of the individual's skills on a sample of the informant rating items. The

Informant Ratings stage is administered to the informant/caregiver after the Learning and Observation stage. This stage contains the following subtests: Mobility, Communication, Independent Living/Self-Care, Self-Direction, and Economic Self Sufficiency. The informant/caregiver rates the client's level of independence using the following criteria: 2 points are awarded when the client performs the skill or task in question independently; 1 point is awarded when the client performs the skill or task incompletely or with prompting; and 0 points are awarded when the client does not perform the skill or task.

The Specialized Needs section is designed to provide more detail regarding significant communication, medical, mobility, and behavioral needs that are assumed (based on the opinions of subject matter experts) to be associated with high levels of support, either through additional staff or staff with specific and higher level of training, such as nursing or behavior analysis professionals. These characteristics are assessed via informant report and are measured across the Communication Needs, Medical Needs, Mobility Needs, Behavioral Needs, Visual Needs, and Specialized Needs subsections. Finally, unlike Stage 1 and Stage 2 subtests where higher raw scores indicate higher functioning/fewer functional limitations, higher raw scores for Stage 3 subtests indicate higher dysfunction and additional staffing support needs.

Stage I: Learning and Observation Subtests

Learning. This series of subtests measures the individual's learning aptitude through assessment of reading, mathematics, visual memory, and verbal memory and requires the use of visual cues contained in a reusable workbook or via an auxiliary computer screen. The raw scores of the four subtests that comprise the Learning composite are aggregated.

1. **Reading.** The Reading subtest begins by measuring the extent the client can read individual words and increases in difficulty to measure reading comprehension. There are 13 items for this subtest.
2. **Mathematics.** The Mathematics subtests begins by measuring the client's ability to count simple objects and increased in difficulty to measure knowledge of ratios. There are 15 items on this subtest.
3. **Verbal Memory.** This subtest measures the client's ability to sustain verbal attention and recall verbally presented information, beginning with single words and increasing to complex sentences. There are 12 items on this subtest.
4. **Visual Memory.** This subtest measures the client's ability to remember a series of geometric shapes. The items begin with three items then increase in difficulty by increasing the number of figures to be remembered. There are six Visual Memory items. (Note: due to the nature of administration, the Visual Memory component of the MAAS is not administered virtually.)

Observation. This aspect of Stage I uses observations of the individual's adaptive skills as well as direct questions of up to 43 items that are embedded in the Informant Ratings section.

Stage II: Informant Ratings Subtests

1. **Mobility.** This subtest measures fine motor skills (skill in using one's hands to meet the demands of daily living) and gross motor skills (skill in using large muscle groups in the process of ambulation and employment). There are 16 Fine Motor subscale items and 18 Gross Motor subscale items.

2. Communication. This subtest measures individuals' skill in expressing themselves and ability to understand what others are saying to them. There are 22 Expressive Language subscale items and 21 Receptive Language subscale items.
3. Independent Living/Self-Care. This subtest measures individuals' ability to meet the age appropriate self-help demands of daily living. It measures skills required for dressing, toileting, meal preparation and managing domestic responsibilities. There are 44 items comprising this scale.
4. Self-Direction. This subtest measures the individual's ability to sustain attention, follow through on directions, set goals, and make appropriate decisions regarding personal and economic safety. There are 33 items that comprise this scale.
5. Economic Self-Sufficiency. This subtest measures the individual's ability to find and sustain employment. It includes the ability to understand and manage money and to understand employment contexts and environments. This scale is comprised of 13 questions.

Stage III: Specialized Needs

Stage III was designed to measure the frequency and intensity of behaviors and conditions that require extraordinary levels of support, even for individuals recognized as having an intellectual or developmental disability. It is specifically designed to target individuals with complex mobility, communication, health, and behavioral needs. This section uses a series of questions to an informant. The individual subtests, items, and scoring were developed by the authors after consulting with subject matter experts, including MO DMH staff and service providers, and by reviewing the range of services being provided.

MAAS Norming – General Population

Scores for the MAAS were developed through analysis of two normative samples, one based on a general population and another based on individuals already identified as having an intellectual/developmental disability receiving services through Missouri Department of Mental Health. The general population normative sample for the MAAS included 722 individuals ages [HN1] 1 to 79. Approximately 10 per cent of the participants had a documented disability, such as ADHD or learning disabilities. Data were obtained from persons residing Kentucky, Illinois, Missouri or Tennessee. All examiners (ten psychology graduate student and five practicing school psychologists) involved in the data collection for the general population norming effort were trained by the first author. The norming procedures, including the MAAS and the informed consent documents, were approved by Murray State University's Institutional Review Board [IRB].

The second normative sample included over 600 individuals with developmental disabilities. This sample was attained through direct administrations conducted by assessment staff employed by the MO Division of Developmental Disabilities. These staff members were trained by Neil Harms, MEd, the Division's Director of Intake and Eligibility. The developmental disability normative sample consisted of individuals receiving residential services funded by the Division. Results were compared to the scores of those individuals on the existing instruments used by the agency. Cut scores were calculated by age group for each organizational purpose, including position within a service waitlist, determination for Medicaid Waiver eligibility, and rate setting for residential services.

The use of the MAAS was incrementally adopted by MO DMH, first for the purpose of residential rate setting and then later for general and waiver eligibility and prioritization within their waitlists. The developers of the instrument set up protocols for new assessment staff training, interrater reliability, and potential statistical analysis of the effect of the instrument on eligibility and service delivery metrics.

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: State of Missouri WBE

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

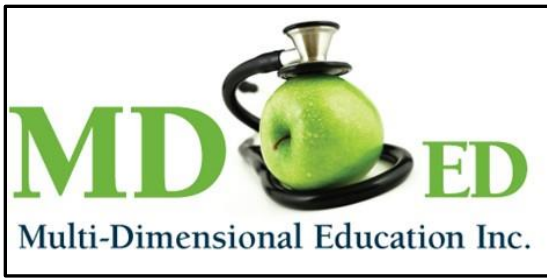
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? 0

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
<http://osmba.sc.gov/directory.html>
[04-4015-3]

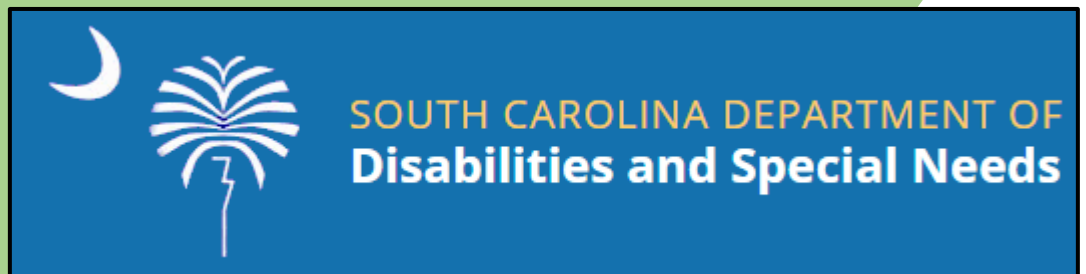


MDedInc.com

**Part 1: Technical Proposal
Response to RFP: 5400026216**



Acuity Tool Research
Presented to



Primary Contact: Dr. Michael W. Corrigan

Role: CEO, Co-Founder, Lead Project Manager


Phone Number: 304.690.5868

Email: Mike@MDedInc.com

By submitting this proposal, Multi-Dimensional Education Inc. certifies that it has full knowledge of the scope, nature, and quality of work to be performed for RFP 5400026216. We acknowledge that we have read the RFP and understand the expectations and requirements.

1. Introductory Documents

A. Cover Page of this solicitation- Page 1 of Offeror's Proposal

	<p>State of South Carolina</p> <p>Request for Proposal AMENDMENT 1</p>	<p>Solicitation: 5400026216 Date Issued: 01/24/2024 Procurement Officer: VALERIE DUNCAN Phone: 803-898-9666 E-Mail Address: valerie.duncan@ddsn.sc.gov Mailing Address: SCDDSN - Central Office Attn: Receiving 3440 Harden Street Ext. Columbia SC 29203</p>
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DESCRIPTION: **ACUITY TOOL RESEARCH**

USING GOVERNMENTAL UNIT: **SC Department of Disabilities and Special Needs**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **02/13/2024 10:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/04/2023 10:00 AM** (email questions to valerie.duncan@ddsn.sc.gov)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) electric copy submitted online**
One (1) electronic copy of the redacted Technical Proposal submitted online
One (1) electronic copy of the Technical Proposal submitted online
One (1) electronic copy of the Cost Proposal submitted online


Initial here if NO redacted copy is necessary MC

<p>CONFERENCE TYPE: Not Applicable DATE & TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Not Applicable</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 02/28/2024. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR Multi-Dimensional Education Inc.</p> <p>(full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
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<p>AUTHORIZED SIGNATURE</p>  <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED 02/01/24</p>
--	---

<p>TITLE Chief Executive Officer (CEO)</p> <p>(business title of person signing above)</p>	<p>STATE VENDOR NO. 7000166608</p> <p>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
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<p>PRINTED NAME Michael W. Corrigan</p> <p>(printed name of person signing above)</p>	<p>STATE OF INCORPORATION Ohio</p> <p>(If you are a corporation, identify the state of incorporation.)</p>
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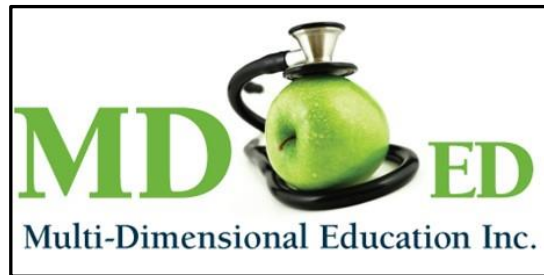
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship
 Partnership
 Other _____

Corporate entity (not tax-exempt)
 Corporation (tax-exempt)
 Government entity (federal, state, or local)

B. Page two of this solicitation- Page 2 of Offeror's Proposal

<p>HOME OFFICE ADDRESS</p> <p>2600 S. 3 Bs & K Road, Galena, Ohio 43021</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>2600 S. 3 Bs & K Road, Galena, Ohio 43021</p> <p><u>304-690-5868</u> Area Code - Number - Extension Facsimile</p> <p><u>Mike@MDedInc.com</u> E-mail Address</p>						
<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>___Payment Address same as Home Office Address</p> <p><input checked="" type="checkbox"/>_X_Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>___Order Address same as Home Office Address</p> <p><input checked="" type="checkbox"/>_X_Order Address same as Notice Address (check only one)</p>						
<p>ACKNOWLEDGMENT OF AMENDMENTS</p> <p>Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)</p>							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
#1	01/24/24						
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%) 3%	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)			
<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): PREFERENCES DO NOT APPLY</p>							
<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: PREFERENCES DO NOT APPLY</p> <p>___In-State Office Address same as Home Office Address ___In-State Office Address same as Notice Address (check only one)</p>							



C. Company Summary (300 words)

Originally based in Boone, North Carolina, Multi-Dimensional Education Inc. (MDed, *pronounced M-D-Ed*) began providing external evaluation and analysis services in 2008. Owned by Drs. Michael W. Corrigan and Doug Grove, today we are an Ohio S-Corp headquartered in the Columbus metro area with offices in California and Illinois. We have worked with more than 155 state and local agencies serving at-risk populations and tribes in 28 states. We also successfully led and completed evaluation efforts for \$20 million in research funded by the National Science Foundation (NSF), U.S. Department of Education, and Department of Justice. **Across our studies our team has surveyed and assessed 2+ million participants.**

We have provided evidence-driven training on education, human development, and mental health to 30,000+ across the public sector and psychology workforces. At the request of the U.S. Department of Education, we trained more than 100 federal grant evaluators as well as developed grant initiatives' assessments and research manuals. Respected internationally for our expertise in assessment, analysis, education, evaluation, psychology, and research methods, we are a team of inspired entrepreneurial analysts, psychologists and professors seeking meaningful projects.

We have authored dozens of peer-reviewed journal publications, articles, and books. We are experienced psychometrics experts who are the architects of the Multi-Dimensional Needs Assessment (MDNA- K12 tool sold through Qualtrics) and the VitalChild-VitalClient child welfare case management solution powered by ServiceNow. As professors we taught psychology, psychopharmacology, evidence-based treatments, human development and the brain, research methods, measurement, statistical analysis, organizational change and more. We have served as university research center and IRB directors, residential treatment association board members, state HHS task force reps, researchers in treatment environments, journal reviewers, and thesis / dissertation committee members. We bring the essential experience needed to perform this advanced analysis and determine the best measures and methods for moving forward.

D. Attachment 1 – HIPPA Business Associate Agreement

**HIPAA BUSINESS ASSOCIATE AGREEMENT BETWEEN
SOUTH CAROLINA DEPARTMENT OF DISABILITIES & SPECIAL NEEDS
AND Multi-Dimensional Education Inc.**

I. PURPOSE:

The South Carolina Department of Disabilities and Special Needs (COVERED ENTITY) and Multi-Dimensional Education Inc. (BUSINESS ASSOCIATE) wish to enter in to this Agreement for the purpose of protecting the privacy of individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in performing the functions, activities, or services for, or on behalf of, COVERED ENTITY as specified in the Agreement between the parties dated through.

II. DEFINITIONS: (Terms used, but not defined shall have the same meaning as those terms in the HIPAA Privacy Rule and the HIPAA Security Rule.)

- a. Business Associate: “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Multi-Dimensional Education Inc.
- b. Covered Entity: “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean The South Carolina Department of Disabilities and Special Needs (DDSN).
- c. Individual: means the same as “individual” in 45 CFR § 164.501 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- d. HIPAA Rules: “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160, 162 and Part 164.
- e. Protected Health Information (PHI): means the same as “protected health information” in 45 CFR § 164.501, limited to information created/received by BUSINESS ASSOCIATE from /on behalf of COVERED ENTITY.
- f. Required by Law: means the same as “required by law” in 45 CFR § 164.501, and other law applicable to the PHI disclosed pursuant to this Agreement.
- g. Secretary: means the Secretary of the Department of Health and Human Services or designee. Page 2 (Revised 11/30/18)

III. BUSINESS ASSOCIATE AGREES TO:

- a. Not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.

- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- c. Mitigate to the extent practicable, any harmful effect known to BUSINESS ASSOCIATE if BUSINESS ASSOCIATE uses/disclosures PHI in violation of this Agreement.
- d. Report to COVERED ENTITY any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware within one (1) business day and before notifying any other entity;
- e. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to the BUSINESS ASSOCIATE with respect to such information;
- f. If the BUSINESS ASSOCIATE has PHI in a Designated Record, provide access at the request of COVERED ENTITY, and in the time and manner designated by COVERED ENTITY, to PHI in a Designated Record Set, to COVERED ENTITY or, as directed by COVERED ENTITY, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- g. If the BUSINESS ASSOCIATE has PHI in a Designated Record Set, make any amendment(s) to PHI in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COVERED ENTITY or an Individual, and in the time and manner designated by COVERED ENTITY.
- h. Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to the COVERED ENTITY, or at the request of the COVERED ENTITY to the Secretary, in a time and manner designated by the COVERED ENTITY or the Secretary, for purposes of the Secretary determining COVERED ENTITY's compliance with the HIPAA Rules.
- i. Document such disclosures of PHI and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an Page 3 (Revised 11/30/18) Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- j. Provide to COVERED ENTITY or an Individual, in time and manner designated by COVERED ENTITY, information collected in accordance with Section III.i of this Agreement, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE:

- a. Except as limited in this Agreement, BUSINESS ASSOCIATE may use PHI to perform functions, activities, or services for, or on behalf of, COVERED ENTITY as specified in the agreement noted in I., provided that such use would not violate Subpart E of 45 CFR Part 164 if done by COVERED ENTITY or the COVERED ENTITY's minimum necessary policies and procedures. Unless otherwise permitted in this Agreement, in the Agreement noted in I. above or as Required by Law, BUSINESS ASSOCIATE may not disclose or re-disclose PHI except to COVERED ENTITY.
- b. Except as limited in this Agreement, BUSINESS ASSOCIATE may use or disclose PHI for the proper internal management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, as needed for BUSINESS ASSOCIATE to provide services to COVERED ENTITY under the above noted Agreement.
- c. Except as limited in this Agreement, BUSINESS ASSOCIATE may use PHI to provide Data Aggregation services to COVERED ENTITY as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- d. BUSINESS ASSOCIATE may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

V. SAFEGUARDING INFORMATION:

- a. The BUSINESS ASSOCIATE shall safeguard the use and disclosure of information on service users in accordance with: 42 CFR Part 431, Subpart F, "Safeguarding Information on Applicants and Recipients under Title XIX" and S. C. Code Ann. § 44-20-340, the Health Insurance Portability and Accountability Act of 1996, as amended, the Family Education Rights and Privacy Act (FERPA, 34 CFR Part 99), and DDSN's directives concerning confidentiality, data protection, and privacy.
- b. BUSINESS ASSOCIATE will be required to sign this HIPAA Business Associates Agreement to ensure compliance with the Health Insurance Portability Page 4 (Revised 11/30/18) and Accountability Act of 1996, as amended and the Family Education Rights and Privacy Act (FERPA, 34 CFR Part 99).
- c. In the event that the BUSINESS ASSOCIATE has a security incident that poses a threat to the security of Personally Identifiable Information (PII), Protected Health Information (PHI), sensitive information, resources and/or COVERED ENTITY's operations, the BUSINESS ASSOCIATE shall provide notification to COVERED ENTITY's Information Security Officer and/or Data Privacy Officer of the incident within one (1) business day and before notifying any other entity.
- d. The BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY by immediately performing activities as directed to mitigate any harmful effects as a result of wrongful use or disclosure of confidential information. The BUSINESS ASSOCIATE shall submit

a Corrective Action Plan regarding the wrongful use or disclosure within 14 calendar days of notifying COVERED ENTITY, data has been compromised. The BUSINESS ASSOCIATE, as directed by COVERED ENTITY, will provide one (1) year of credit monitoring services to affected service users.

- e. In the event of any use or disclosure of confidential information that is in violation of this Agreement or any other federal, state, or local law, the BUSINESS ASSOCIATE shall provide notification to COVERED ENTITY's Information Security Officer and/or Data Privacy Officer within one (1) business day and before notifying any other entity. "Confidential information" is defined as any and all non-public, medical, financial, and personal information in any form (written, oral, visual or electronic) possessed or obtained. Confidential information includes all information labeled in writing by either party as confidential, information identified as confidential at the time of disclosure, information commonly regarded as confidential in the health care industry and/or is PHI as defined in the Health Insurance Portability and Accountability Act of 1996, as amended.

VI. COVERED ENTITY Shall:

- a. Notify BUSINESS ASSOCIATE of any limitation(s) in its notice of privacy practices of COVERED ENTITY in accordance with 45 CFR § 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.
- b. Notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.
- c. Notify BUSINESS ASSOCIATE of any restriction to the use/disclosure of PHI that COVERED ENTITY has agreed to in accordance with 45 CFR § 164.522, to Page 5 (Revised 11/30/18) the extent that such restriction may affect BUSINESS ASSOCIATE'S use/disclosure of PHI.
- d. Not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by COVERED ENTITY.

VII. TERM AND TERMINATION:

- a. This Agreement is effective upon signing and shall terminate when all of the PHI provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is returned to COVERED ENTITY, or, if it is infeasible to return PHI, protections are extended to such PHI in accord with the termination provisions in this Section. Alternatively, COVERED ENTITY may request that BUSINESS ASSOCIATE destroy all such PHI upon termination of this Agreement rather than returning PHI to the COVERED ENTITY. BUSINESS ASSOCIATE shall provide written documentation of such destruction. The requirement to return or destroy such PHI will apply to all

subcontractors of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE will be responsible for recovering and returning to COVERED ENTITY, or destroying, any PHI from such subcontractors. If BUSINESS ASSOCIATE cannot obtain the PHI from any subcontractor, BUSINESS ASSOCIATE will so notify COVERED ENTITY and will require that such subcontractors directly return PHI to COVERED ENTITY or otherwise destroy such PHI, subject to the terms of this Section.

- b. Upon COVERED ENTITY's knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall:
 - 1. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Agreement and the above identified agreement if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY; OR
 - 2. Immediately terminate this Agreement and the above identified Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible; OR
 - 3. If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.

c. Obligations of Business Associate Upon Termination

Except as provided in paragraph (1) below, upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to PHI received from COVERED Page 6 (Revised 11/30/18) ENTITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, shall:

- 1. Retain only that PHI which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- 2. Return to COVERED ENTITY or, if agreed to by COVERED ENTITY, destroy the remaining PHI that the BUSINESS ASSOCIATE still maintains in any form;
- 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the PHI;
- 4. Not use or disclose the PHI retained by BUSINESS ASSOCIATE other than for the purposes for which such PHI was retained and subject to the same conditions set out at Subpart E of 45 CFR Part 164 which applied prior to termination; and
- 5. Return to COVERED ENTITY or, if agreed to by COVERED ENTITY, destroy the PHI retained by BUSINESS ASSOCIATE when it is no longer needed by

BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.

VIII. MISCELLANEOUS:

a. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

b. The Parties agree to amend this Agreement as necessary to comply with HIPAA and other applicable law.


c. The rights and obligations of BUSINESS ASSOCIATE under Section VI. c shall survive the termination of this Agreement.

d. Any ambiguity in this Agreement shall be resolved to permit COVERED ENTITY to comply with HIPAA Rules.

COVERED ENTITY

BUSINESS ASSOCIATE

Pat Maley Date
Deputy Director
South Carolina Department of
Disabilities and Special Needs

 02/01/24

Michael W. Corrigan Date
CEO
Multi-Dimensional Education Inc.

B. Ability to Perform

We are not locally owned or operated when it comes to South Carolina. Multi-Dimensional Education Inc is an Ohio-based S-Corp in good standing with headquarters located at 2600 S. 3 Bs and K Road in Galena, Ohio (a suburb of Columbus, Ohio). But given the project is heavily reliant upon qualified researchers performing analysis on computers and working online with the South Carolina Department of Disabilities and Special Needs (DDSN) and the assessors for the project, we feel our location will not impact our ability to perform. Our multiple offices, and access to research resources, will fully support the efforts to provide recommendations to better ensure the assessment effectively discriminates by level of need to ensure appropriate funding. As detailed below, however, we also are proposing scheduling two onsite visits to collaborate with your team at key juncture points in the project, and we are readily accessible via phone and virtual meetings. The two onsite meetings we are proposing are as follows:

- Kickoff & Strategic Planning Meeting (March 2024)
- Presentation of Results and Recommendations (December 2024)

Additionally, with having managed a dozen federally funded research studies and more than a hundred other university and private/public sector sponsored studies, as your RFP seeks, we *“have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.”*



C. Experience and Performance (Past and Current)

To help clients document the soundest outcomes possible and reduce perceived bias, Multi-Dimensional Education Inc (MDed) has served as the external evaluator on many projects and studies. As the company summary above shares, we have a long track record of successfully managing state and federal level studies. Just last year MDed completed a project to help Utah’s Aging and Adult Services/Adult Protective Services Agency (under the Department of Human Services) improve their measurement of and methods for trauma-informed care efforts. For this project, with assistance from Dr. Robert Foltz (Vice President of Child Welfare & HHS), Dr. Michael W. Corrigan (CEO) will serve as lead project manager and conduct the lion’s share of

design work, data collection, and analysis needed for norming the level of need assessment instrument (acuity assessment tool). Drs. Corrigan and Foltz will also be responsible for training the assessors, preparing and presenting the recommendation reports, and serving as technical advisors during this contract to help guide implementation efforts.

We will also have additional MDed subject matter experts (SMEs) assist with the efforts when needed. As the following biographical information on Corrigan, Foltz, and assorted MDed staff will highlight, we are highly qualified and experienced to perform data collection and analysis efforts as well as provide recommendations to the Agency on the acuity assessment instrument to be implemented based on, but not limited to, criteria such as ease of use, reliability, validity, and comprehensiveness.

Meet Mike



Dr. Michael W. Corrigan,
CEO/Co-Founder of Multi-Dimensional Education

Mike's earlier years started with a highly dysfunctional family environment and eventually walking a path through child welfare as a youth. His father, a Korean war veteran, suffered from traumatic brain injury which led to psychological and alcohol addiction challenges. These childhood experiences led Mike to creating a not-for-profit organization serving at-risk youth and families, working within juvenile justice, and pursuing a doctorate in psychology at West Virginia University. He now is a well published author, psychologist, and associate professor, with most recent appointments at Marshall University and Ohio State University.

Three of his latest books include being the lead author or editor of *Multi-Dimensional Education: A Common Sense Approach to Data-Driven Thinking* (Corwin), the *Handbook of Prosocial Education* (Rowman & Littlefield), and *Debunking ADHD: 10 Reasons to Stop Drugging Kids for Acting like Kids* (Rowman & Littlefield). Mike also has published four chapters in academic texts, 16 peer-reviewed journal articles (national and international), and 29 additional professional and psychology articles. His academic travels have included presenting more than 84 conference papers and delivering many keynotes.

Specializing in human development, communication and psychology theory, measurement, research methods, and advanced statistical analysis, Mike has led MDed's consulting efforts provided to 155+ child and at-risk populations focused states agencies and organizations. In collaboration with his business partner Dr. Doug Grove, he has directed \$20 million in federal research projects funded by NSF, U.S. Department of Education and Department of Juvenile Justice. He served as Director of Research at Marshall University for 10 years. Mike also assisted with a veterans' focused pilot project focused on traumatic brain injury and PTSD to support the U.S. Department of Defense.

Mike is internationally recognized in research and mental health as an expert in assessment design (psychometrics) and research methods. His expertise in validation studies is well respected. At Ohio State University and Marshall University, his teaching requirements for

graduate level courses have included research methods, statistics, and regression analysis (predictive modeling). The Multi-Dimensional Needs Assessment that he and MDed co-founder Dr. Doug Grove created (sold by Qualtrics), has been used in more than one hundred K12 districts. Mike also led the team at MDed to develop the VitalChild-VitalClient advanced case management solution powered by ServiceNow. This solution utilizes a large collection of reliable and valid assessments MDed developed and validated to measure, monitor, and inform the placement, wellbeing, level of care, and progress of youth and adult clients in HHS. On a personal note, related to South Carolina, Mike spent his later teen years stomping around the low country region of Beaufort County where he discovered his undying love for oysters.

Meet Bob



Dr. Robert Foltz
VP of Child Welfare & HHS, Multi-Dimensional Education

Leading MDed's child welfare and HHS efforts, Robert (Bob) is a clinical psychologist and associate professor of clinical psychology at the Chicago School for Professional Psychology. He has been working in the mental health field for more than 30 years. Throughout this time, he has worked across clinical settings including outpatient, inpatient, and residential. Beyond just the diagnostic process, Bob has been deeply involved in the development of intervention strategies, and this has been deeply rooted in a comprehensive evaluation and formulation of functional needs and outcomes.

Early in his career, Bob worked with adults in inpatient psychiatric settings. He then worked in the VA system, caring for veterans struggling with psychiatric conditions complicated by medical conditions such as traumatic brain injuries and physical injuries. Through this work, he assisted in the evaluation, development of treatment plans, delivery of services, and data collection and analysis for research being conducted within the VA system.

Bob then transitioned into work within residential treatment centers with severely disturbed adolescents, struggling with wide-ranging clinical presentations, including some of the most difficult-to-treat autistic youth and young adults in the state. Working as a clinician and then administrator, his primary focus was the coordination of multidisciplinary services for these youth. This work also created the opportunity for him to be on Advisory boards for the state of Illinois, as well as organizations related to troubled youth and residential treatment.

In his academic work, Bob has taught graduate students in clinical psychology for more than 10 years. His areas of focus include diagnostic models, the use of psychotropic medications, trauma-informed care, and coordination of services in multidisciplinary settings. He provides supervision to students completing their advanced training across clinical settings, working with children, adolescents, and adults struggling with complex medical conditions, psychiatric conditions, neurodevelopmental disorders, among many others. Throughout his coursework, evaluation strategies, conceptualization of care (acute versus ongoing), and developing models to understand outcomes is actively integrated.

Five years ago, Bob joined the team at MDed to help develop the VitalChild-VitalClient case management solution and assist with efforts to help HHS departments and related agencies modernize via evidence-driven technology. Bob is a passionate researcher who likes to dig deep into subject matter with goals of truly determining what is working or not working to improve care and delivery of services, interventions, and care. The knowledge he has and continues to build is what has made him a highly sought keynote and trainer in mental health, psychotropic medications, and trauma.

It's a Team Effort

With MDed's more recent work the past five years expanding into child welfare, adult protective services, and HHS, and having owned private clinical practices, Bob and Mike also are well equipped in understanding the caveats and expectations tied to Medicaid, insurance, and service provider referral. Through managing many state contracts and federal grants, and an extensive publication history, MDed also has ample experience for developing the recommendation report you seek. And with all their presentations and training efforts, they are well equipped to train your assessors and share the information found with your department, workforce, and stakeholders.

In addition to Bob and Mike, other subject matter experts (SME) and colleagues who work with MDed, will provide their expertise and support when needed on a monthly basis. Please note, most if not all these SMEs also hold doctorate degrees and have similar excellent credentials and experience. Beyond our internal team members who will help with coordinating contract tasks, we have a large pool of talented professors and experts across the country who seek to work with us on meaningful projects such as this acuity tool research focus. But for this project we foresee having two to three additional SMEs assisting which includes Dr. Doug Grove (co-owner of MDed), Dr. Samantha Cardenas who works with the University of Michigan Public Health Office, and one of our Spanish translators if needed.

With ample experience designing, implementing, managing, and most importantly analyzing hundreds of research and evaluation projects, we hope to receive this RFP award and norm the new acuity tool you have adopted. But please know, we only pursue a few select projects each year, and they are normally something we find of personal interest, like this one.

Basically, and not to sound too cold or sappy, we seek to avoid projects where potential clients are just looking for numbers or stats to fulfill a requirement. We have reached a stage in our company's development, where we mainly seek interesting projects that can impact society positively and have the potential to be successful and help those serving more vulnerable populations be more successful.

Additional Insights from Our Past Experience

We submitted a proposal for the earlier RFP awarded to another contractor **to develop the acuity tool**, which we assume is the tool being tested or normed with the scope of work expected for this RFP. We put a good amount of thought and time into preparing that previous proposal. So, if

some of the review team for the previous acuity tool RFP are on this RFP team serving as reviewers, we apologize if some of the information feels like you have read it before.

But much of what we shared previously also relates to ensuring that a successful analysis of the new acuity tool can be performed. Being that we have been asked to help many individuals and teams who discovered too late that they did not have the essential or required data or variables needed to perform a successful analysis, we want this proposal to not only address our ability to perform the requested tasks, but also highlight some of the safeguards we suggest considering so that the analysis you seek to produce the results you want has a better chance of materializing.

And with this RFP focused on better identifying the level of severity or need for assistance and possibly determining which services can help your agency identify the most predictive path forward for successful client outcomes suffering from traumatic injury or conditions, it falls right into a spot we find of personal interest. Beyond having taught statistics at the graduate level for decades which often covers norming of tests and measurement tools, such acuity tool or “level of need assessment” efforts are also connected to our parallel efforts we developed for child welfare (<https://VitalChildVitalClient.com>).

Your RFP goals are admirable and necessary, and we believe this work holds much capacity for making a measurable difference. We sincerely hope this proposal shares the details needed to have the privilege to work with you in discovering the methods and measures essential to helping your clients, workforce and connected stakeholders experience more positive, effective, and efficient outcomes. If we can answer additional questions during this review process, please do not hesitate to contact us for more information and input.

Addressing Other Requirements in the RFP Related to Our Performance

As for *other requirements addressed throughout the RFP*, Multi-Dimensional Education Inc. (MDed) fully understands the rules, laws, services, and support required by this RFP, and are fully eligible for the award. As a result, this offer is made in compliance with the solicitation. Furthermore, we will not be using any subcontractors, and MDed warrants and represents that we have NOT committed and will NOT commit any conflicts of interest or efforts to secure an unfair competitive advantage. We are registered with the state and have a vendor number (State Vendor #7000166608).

Upon being selected for this contract, we will secure an insurance policy specifically fitting for this effort through a highly reputable and rated provider that we have worked with on past contracts. To be insured for this award’s liability insurance requirements, we will collaborate with you to make sure the policy will meet your state requirements related to policy type, coverage types, limits, sub-limits, and policy deductibles, as well as if you prefer it be based on an occurrence or claims-made basis.

We understand the disclosure clauses and are NOT requesting any part of this proposal to be considered exempt or redacted. This responsive offer has been signed by MDed’s CEO Dr. Michael W. Corrigan, an individual with actual authority to bind the offeror (MDed). We have

NOT violated any of the restrictions which may result in disqualification of our offer, suspension, or debarment, and may constitute a violation of law.

D. Approach and Methodology to Executing Solution and/or Performance

The following describes our recommendations for approaching the project and the methodology to be used to best perform the sampling, data collection, training, analyses, and reporting as described in the Scope of Work. We have created graphics for phases detailing the multiple parts of the timeline that we believe (with adequate assistance provided by your staff in organizing and progressing efforts) will not require a full year to complete. To follow, however, and further defined in the Business Proposal, we also detail within this proposal how our proposed phases create a month-by-month Deliverable Milestone approach.

The following is intended to illustrate concisely how we seek to strategically identify and gather the evidence and information needed for empowering more successful analysis efforts, verifying the assessment tool’s fidelity and authenticity, and preparing our findings in recommendation form for you to decide upon the final designs to be implemented. This approach to follow is what we propose for the best path forward to inform your RFP efforts accurately and safely, but we are open to your suggestions, additions, and requests to improve our recommendations.

Figure 1: 4 Phase 11-month Timeline

March 2024– May 2024	June 2024 – August 2024	September 2024 – October 2024	November 2024 – January 2025
Phase 1	Phase 2	Phase 3	Phase 4
Development & Design	Data Collection	Analysis	Reports & Recommendations
<ul style="list-style-type: none"> ✓ Fine tuning path forward, ✓ Review and discussion of new acuity tool, ✓ Discussion of best path to collecting acuity tool data electronically, ✓ Discussion of required sample size and adequate cell sizes for each type of client, ✓ Discussion and planning on how to better ensure more accurate and successful outcomes with the final analysis, by considering possibly expanding sample to include a sample of non-clients or past clients who have positive outcomes, ✓ Discussion and planning on also collecting more 	<ul style="list-style-type: none"> ✓ Assessors begin and continue administering acuity tool survey to sample selected, ✓ MDED provides constant support to assessors and state with needs related to streamlined data collection, ✓ Efforts will seek to collect additional data on sample participants related to their time in care, treatments, and progress. 	<ul style="list-style-type: none"> ✓ Complete a series of analyses consisting of descriptive, operational, inferential, and if possible and needed, predictive analysis, ✓ Explore and document how the tool performs overall and for each of the four groups of clients served by DDSN, ✓ Perform tests of scale and subscale reliability and validity, ✓ Finalize norming and cut-point scores. 	<ul style="list-style-type: none"> ✓ Complete report on analyses, results, & recommendations of the acuity tool and pilot study, ✓ Present research findings and recommendations for implementation, ✓ Provide technical advisory for future implementation of acuity tool

<p><i>data on the existing client sample participants related to their time in care, treatments and support received, and progress or outcomes,</i></p> <ul style="list-style-type: none"> ✓ <i>Selection, training development, and scheduling of assessors to assist with data collection,</i> ✓ <i>Spanish translation of acuity tool survey to be tested and normed,</i> ✓ <i>Completion of acuity tool survey to be used by assessors for online collection of acuity tool data and essential additional data,</i> ✓ <i>Train assessors,</i> ✓ <i>Perform tests with assessors to ensure data, when collected, is uploaded, and shared correctly with MDed,</i> ✓ <i>Complete final preparations to begin data collection.</i> 	<p>Safeguards & Proactive Steps:</p> <ul style="list-style-type: none"> ✓ <i>Monthly checkups related the sharing and uploading of data from the assessors to MDed,</i> ✓ <i>Monthly reports to DDSN on data collection progress,</i> ✓ <i>To empower Deliver Milestone 3 analysis efforts, and put in place data quality assurances and monitoring practices, MDed will perform initial monthly data aggregation, cleaning, and initial analyses for pretesting norms and predictability.</i> 		
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As the timeline above illustrates, we propose four phases which progress from Development and Design to Data Collection, Analysis, and Reports and Recommendations. The time needed for each phase has been meticulously developed for discovering efficiency and effectiveness. The main tasks we foresee managing across the four phases are as follows:
(Please note the italicized tasks with asterisks below are recommendations we will expand on.)

1. Meet with DDSN staff to kickoff and organize efforts, as well as hold regular calls or virtual meetings to update, get support, and answer questions.
2. Select a random and representative sample from the more than 37,000 people with disabilities served through local Disabilities and Special Needs Boards and other qualified providers (approximately 98%) and Regional Centers (approximately 2%), as well as consider a *comparison sample*.*
3. Design and develop an *Acuity Tool Survey** that can be administered via an efficient and effective *electronic data collection method** to receive data files from assessors.
4. Ensure English and Spanish translations of the assessment for pilot implementation.
5. Develop, coordinate, and deliver training of assessors for the pilot project.

6. Collect and Analyze data during the project in coordination with the agency to develop thresholds/cut-points that equate to residential tiers. As part of data analysis, assess completeness and quality of data for pilot participants.
7. Norm the assessment for the DDSN population and the population eligible for agency services, and *further validate the needs assessment*.*
8. In final report to be developed, also provide recommendations for rolling out the assessment to all individuals eligible for agency services, which could include: further modifications to the assessment, as well as development of training materials for the assessors, and considerations for large-scale implementation.
9. Communicate with assessment developer if applicable.

Start with the End in Mind

As younger doctoral students beginning their dissertations several decades ago, like many other doctoral candidates, we were given some sage advice as to how to design an optimal study. For us that advice we were given and continue to share with our students and clients consisted of six words, “Start with the end in mind.” In other words, start by visualizing what the optimal and most useful outcomes would be for the research project, consider what sample of participants and data or variables you will need to collect to analyze and document such outcomes, and then continue moving backwards in determining what will be sequentially needed to achieve such goals. “Start with the end in mind” is an exercise we used to visualize and write this proposal and something we think can help further guide our initial conversations and the determinations to be made.

We understand the goals and scope of the RFP, and as experienced analysts we also know what is needed to make sure you have the data available to successfully perform an assortment of analyses capable of finding, producing, and documenting the meaningful outcomes you seek. Ensuring we have the data required to accurately and ethically perform the analyses needed, to find answers our clients hope to find, is always one of our first goals. Thus, as this proposal shares, we do have some suggestions and recommendations that relate to augmenting and strengthening your scope of work that we believe can help better achieve such goals. These suggestions are recommendations we will seek your input, guidance, and approval on.

The First Step is Real Doozy

Just to give you a heads up, to begin this section on Approach and Methodology, **Step 1 of Phase 1** is going to receive a little more attention than the other phases and steps. Rest assured the other steps and phases will receive ample attention but will be more succinctly addressed. The reason for a longer write-up on Step 1 of Phase 1 is because to us this first step is very important to the success of the project. As a result, and as the timeline above and the Deliverable Milestone details below outline, during the first calls and meetings, we will first and foremost want to see the acuity tool or level of need assessment we are being hired to analyze.

For the most part, Step 1 of Phase 1 is all about discussing and coming to a consensus on how we might best approach the sampling methods and fine tuning the tool or survey we will send out to be administered for data collection. The timeline below in Figure 2 illustrates the Deliverable

Milestones encompassing the steps and tasks we propose pursuing to strategically help you take this comprehensive and systemic approach in Phase I efforts.

Figure 2: Phase 1- Month by Month... Milestone by Milestone

Step 1 (Deliverable Milestone 1)	Step 2 (Deliverable Milestone 2)	Step 3 (Deliverable Milestone 3)
March 2024	April 2024	May 2024
<ul style="list-style-type: none"> ✓ <i>Fine tuning path forward,</i> ✓ <i>Review and discussion of new acuity tool,</i> ✓ <i>Discussion of best path to collecting acuity tool data electronically,</i> ✓ <i>Discussion of required sample size and adequate cell sizes for each type of client,</i> ✓ <i>Discussion and planning on how to better ensure more accurate and successful outcomes with the final analysis, by considering possibly expanding sample to include a sample of non-clients or past clients who have positive outcomes,</i> 	<ul style="list-style-type: none"> ✓ <i>Discussion and planning on also collecting more data on the existing client sample participants related to their time in care, treatments and support received, and progress or outcomes,</i> ✓ <i>Selection, training development, and scheduling of assessors to assist with data collection,</i> ✓ <i>Spanish translation of acuity tool survey to be tested and normed,</i> ✓ <i>Completion of acuity tool survey to be used by assessors for online collection of acuity tool data and essential additional data,</i> 	<ul style="list-style-type: none"> ✓ <i>Train all assessors,</i> ✓ <i>Perform tests with assessors to ensure data, when collected, is uploaded, and shared correctly with MDED,</i> ✓ <i>Complete final preparations to begin data collection.</i>

We also will want to learn more about your past and current challenges, as well as more importantly your ultimate goals and aspirations to help guide this work. And with the first line of your scope of work being focused on “ensuring [the] pilot project plan is reasonable and meets the Agency’s needs”, this section will highlight our suggested approach and methodology to “executing solution and/or performance”. This section describes and proposes a comprehensive proactive if not preventative approach to ensuring we help you gather all data needed to empower the analyses required to help us more safely, accurately, and successfully norm your new acuity tool.

As the precursor RFP to this RFP’s scope of work shared, however, the goals for your Acuity tool also include ensuring that DDSN “meets industry best practices in the selection and utilization of an assessment instrument, or multiple instruments, with the goal of identifying level of service need (i.e., residential tiers) for those receiving services from the Agency... [and] standardize the process for level of service need determination and ensure that the individuals

the Agency serves are in placements that effectively meet their needs” (p. 18). In the previous RFP’s scope of work statement, two of the essential pieces which stood out the most to us were “meets industry best practices” and ensures “placements that effectively meet their needs.” Additionally, the idea of using possible “multiple instruments” is also a key issue that holds great potential for this RFP project’s success. Our goal will be to help you use additional instruments and data to norm and strengthen the needs assessment efforts as a means to exceed industry best practices and ensure placements that are highly effective.

Please note, we will be able to provide a more detailed assessment of what is needed once we can review the acuity tool you have selected. Without having that tool in hand, it leaves us having to make some guesses and assumptions, and as a result feel the need to clarify and suggest some additional recommendations. To make sure we highlight what past research documents are essential components to a successful project capable of producing a powerful analysis, however, to follow are some additional insights and recommendations to consider. But again, for some of the suggestions, they might be moot or not relevant, if your tool is more comprehensive than we are assuming. With such details in mind, however, this work will begin with completing the tasks which fall under Phase 1.

Phase 1 & Deliverable Milestones 1 through 3

In the scope of work for this RFP, the second task (b.) encompasses “*Norming the assessment for the SC population and the population eligible for Agency services.*” In this task DDSN also shares that “*The norming process should consider demographics, eligibility categories, and other characteristics deemed appropriate and relevant by both the Agency and the offeror.*” And we agree. Because gathering such additional data will be essential to better categorizing the past clients and assessing the details related to differing demographics, disability types and severity levels, as well as services received by the clients and outcomes experienced.

You shared in the answers to questions, however, that “*the project does not include [assessing] ‘new clients seeking services’ but instead includes people who are currently receiving Residential Services.*” But if you are seeking to norm an assessment which can accurately identify the specific individuals across your larger South Carolina population who are eligible to apply and possibly qualify for your disability services, there are other very beneficial characteristics that as “*the offeror*” we would deem appropriate and relevant to consider as safeguards to better determining more accurate and sensitive cut-point scores. Because to determine more accurately which individuals are most in need and “*develop thresholds/cut-points that equate to residential tiers*”, from our experience it would be advantageous to also be capable of identifying what those “normal” or “non-disabled” individuals look like or score on the acuity measure.

We apologize if this sounds like a stats professor lecture or is coming across as the sometimes misunderstood and anxiety-inducing language of “stat-a-neeze”. But unfortunately, from our experience, when studies are limited to analyzing only those who are receiving such services, we create a greater chance or probability of what is called in the world of statistics, Type I and Type II error. Type I error is when we think we found something in our analysis results (aka a correct

way to norm scores), but we actually didn't (e.g., a false positive). And Type II error is when we think we didn't find anything and we actually we did (e.g., a false negative). Both are types of analysis error we seek to help you avoid.

Recommendations for Reducing the Risk of Error

The risk is that if we only assess those that are existing clients and exclude those that are not clients or possibly potential future new clients, there is a chance of higher probability that the results are mainly going to measure and document what existing or past client's look like. Such findings are important, but it would also help the analyses if we can more accurately identify and measure a sample of folks who should not qualify as clients, as well as consider what future clients might look like. Such gaps in methodology and sampling are what often increase the chance of Type I and Type II error.

We would assume that with this one-year contract it is of critical importance to collect the essential and methodologically required data needed to better ensure a sound analysis can be performed and capable of producing reliable (consistent) and valid (accurate) norming results. Of course, you get the final call on all proposed approaches, methods, and recommendations. But just like DDSN, MDED wants this project to be a success.

Therefore, we would recommend discussion and consideration around somehow possibly expanding the sample for this acuity tool testing to include a small but adequately sized sub-sample of individuals emanating from the general population, consisting of potential new clients as well as non-disabled citizens. Adding these additional participants to the sample, which some might call a *comparison group* when it comes to possibly taking a more quasi-experimental study design to analysis, could be of great value. By expanding our view and measurement beyond those currently receiving services, analysis efforts could be able to better and more accurately norm the tool and develop thresholds/cut-points that equate to residential tiers.

Phase 1 assessment and sampling design efforts are essential to successfully informing and empowering Phases 2 and 3 efforts focused on data collection and analysis. And by also possibly augmenting the new acuity tool (which again we have not seen) with possible additional questions or scales which might be missing but of necessity, it can help us collect the possible additional independent variables (grouping variables) and dependent variables (outcomes), as well as covariates (confounding variables), which are essential and typically required for deeper analysis that more accurate norm testing requires. In other words, instead of just administering the new acuity tool, we recommend administering a survey which includes the acuity tool but also collects the additional data on questions and variables needed to perform a more powerful series of analyses. In other words, develop an *Acuity Tool Survey*, which includes the level of need assessment you have identified, but also a method to capture the other data we need for the comprehensive analysis we seek to provide.

Empowering a Comprehensive Analysis

Again, during the beginning of Phase 1, to be safe it should be an essential task to discuss and determine the best path forward for sampling (selecting participants) and building the survey and

tools needed to gather data essential to powering a successful analysis. And assessing and documenting the effectiveness and accuracy of your new acuity tool should ideally rely upon performing a collection of descriptive, operational, and inferential analysis, as well as possibly predictive modeling (e.g., regression analysis). We wouldn't call such efforts data mining, but instead more of a strategic comprehensive approach to documenting the best insights and determining which analyses paint us the best or strongest picture. This collection of analyses will help us to dig a little deeper and examine where the strengths and challenges of the acuity tool might be hiding. Collecting this broader set of data on a more diverse sample of participants, and performing this array of analyses, will also help us again to reduce Type I and Type II error issues as well as possibly strengthen the acuity tool if needed.

And for the analyses mentioned above (except for descriptive analysis), according to every stats textbook we have taught with, all these advanced analyses *require* a random sampling of a representative pool of participants, as well as the use of independent variables (e.g., grouping variables based on process evaluation of services provided and demographic data), dependent variables (e.g., formative and summative data to be used as outcomes), and covariates (e.g., confounding variables which might better help understand the different types and levels of disabilities or why a specific placement or treatment is working or not working). And for many of the dependent variables and covariates, they must be measured using reliable and valid scales or tools. Plus, if we can add a comparison group to take more of a quasi-experimental approach to the analyses, this also expands the capabilities to perform a broader range of analyses and provides a broader selection of paths to finding the consistent (reliable) and accurate (valid) results you seek.

Indeed, portions of your new acuity tool should also ideally be and might already be comprised of and using reliable and valid scales and tools to better identify the four differing disabilities categories and level of severity. **But with not knowing what the acuity tool consists of, what we wanted to share here is that for this Phase 1 effort, it would be most beneficial to make sure such essential data components are available to best assess the acuity tool and do the norming.** So, again, what we would propose is having the assessors administer a survey which includes the new acuity tool but also (if not currently existing) some additional questions and scales which will be needed to more accurately norm the tool. *And we do assume, as suggested in the answers to the questions, that the State will assist us in securing and organizing the assessors needed to administer the survey to the participants.*

Additional Recommendations for Developing the Acuity Tool Survey & Methodology

Basically, the tasks above for the **three steps and Deliverable Milestones of Phase 1**, are intended to give us the time needed together for collaborating to make sure MDed completely understands what DDSN has developed and seeks to accomplish, and so that DDSN can consider and decide on MDed's suggestions on how to possibly better pursue the outcomes of the RFP. And again, our goal is to provide guidance on how best to design and collect data from a representative sample with an expanded acuity tool survey that holds greater chances of producing the results you seek.

Please understand, in the past we have been hired or brought into fix others' mistakes. Apparently, far too often, some analytics folks are either still learning from their mistakes, or don't want to scare or trouble their clients with such details on possible statistical risks that ideally can be better managed to reduce the chances of nonconclusive outcomes. Regardless, and as a result, some contractors end up disappointing their clients in the end because they ended up finding nothing of *statistical significance*.

In laymen's terms, *statistical significance* basically means the results did not happen just by chance. And the last thing we want the results of this study to provide is having you make future decisions on findings that might have happened by chance. So why do some studies end up not finding the powerful and statistically significant results they hope for? Because too often too many do not start with the end in mind and unfortunately do not collect the essential data needed (for advanced analysis) from a representative and random sample to produce such results accurately and ethically.

Considering the Challenges of Different Scenarios

Clearly, we or possibly another vendor providing you with a proposal could simply administer your new acuity tool to a collection of your existing clients. And after months of data collection, there would be a bunch of data to throw into statistical software for analysis to calculate some mean scores, standard deviations, and other statistics to determine cut-point scores. But unfortunately, if such efforts are not approached cautiously, there is a higher chance that all might possibly encounter at least two scenarios which could increase the chances of a challenged analysis and results.

For the first scenario, such results could reflect and document that most if not all your existing clients have high to extremely high severity levels of disabilities. But what if the treatment and support services you are offering are working to reduce severity levels tied to disabilities? What if a considerable portion of the sample we ended up assessing has been getting such effective treatments for numerous years? If this is the case, a second scenario of only assessing existing clients' disability need levels might reflect that there is a large variation between the existing clients' severity levels ranging from high to low.

Without having the acuity tool to score on our end at this time, let's imagine such scores for your existing clients falling somewhere on a scale of 1 to 10. And for the first scenario above, let's imagine the high scores we hypothetically identify being between 8-10. With scores between 8 to 10, a mean score could basically equate to 9. But if we were to use 8 to 10 as the cut-point scores, such an approach could potentially result in norming efforts producing higher cut-point scores that are not sensitive enough to identify one who should qualify for your services, such as a person with a score of 6 or 7.

Also, by sampling only your existing clients, we should keep in mind that despite assurances some existing clients might possibly worry that such a test might disqualify them from receiving further benefits. And if this is the case, the possibility exists that they may not answer with complete honesty. And if such answers skew to the higher side, the norming efforts once again could end up not accurately identifying the slightly lower severity levels that might in your mind,

or under your current business rules, still qualify for services. We are addressing these concerns to provide you with examples of why we should first in **Step 1 for Phase 1** further discuss and consider how we can best select a sample that helps us be more capable of more accurately determining (or discriminating between) who does and does not qualify for services. The goal is to reduce such challenges which could lead to inconclusive or error-ridden findings.

Therefore, we propose that **Step 1 for Phase 1** starts with DDSN sending MDED a copy of the new acuity tool, and then having MDED be onsite for a kickoff meeting. This would give us a chance to meet and get to know each other, and discuss any thoughts, recommendations, questions, or concerns both parties might have. Again, we fully understand and respect that DDSN gets the final say on what path will be taken. But the discussion could focus on possible approaches to fine tuning the best path forward for the acuity tool norming efforts related to sampling, the acuity tool survey, data collection, and analyses. It would also be helpful to learn more about what you have tried in the past, the current strengths, challenges and needs you have, and again what your deeper hopes and dreams are for the outcomes of this RFP's efforts. Such details are what will help us start with the end in mind.

And then depending on how your team wants to approach the discussions, for Phase 1's Step 1 and Step 2, we could schedule a few more strategic virtual calls to further discuss:

1. *Analysis: what data will be needed to better ensure identifying reliable and valid norming outcomes; types of analyses to be performed; the need for online collection of data to be provided to MDED; and overall methodology*
2. *Sampling: size and selection of existing clients and possibly additional individuals to serve as the comparison group; selecting assessors and sites for data collection; and designing and scheduling training*
3. *Creation of the broader Acuity Tool Survey: examine additional data already existing that can be utilized; what variables and questions we might want to add to the survey containing the acuity tool; and determination of length and time needed to complete the survey.*

Additional Sampling & Data Collection Recommendations to Consider

As we move into **Step 2 of Phase 1**, part of the focus will be on implementing the sampling methodology decided upon, aka picking the assessors and participants that will help us gather data. **Please note, however, that this proposal is based on the surveys conducted or administered by state assessors, and the data collected, being managed via a digital or online approach.** In trying to keep the costs of this project more affordable, this proposal is not priced to print, mail, and collect paper surveys which then need to be returned and reentered by hand into Excel or SPSS (the statistical software package we will use for analyses). Because with the sample of existing clients being more than 37,000, the minimum sample size needed for this study to have the best fighting chance of producing powerful, reliable, and valid results will be 1,000 participants. And to enter or type 1,000 surveys into SPSS will equate to hundreds of additional hours, spanning days, nights, and weeks that can be avoided.

According to accepted statistical analysis procedures, a recommended maximum random sample size is usually 10% of the population, as long as it does not exceed 1,000. As decades of analyses confirm, even with a population of 37,000+, random sampling of 1,000 people will normally provide a fairly accurate result. Meanwhile, sampling a few hundred might lead to less statistical power and increased potential for Type I and II error, and sampling more than 1,000 people typically wouldn't add much to the accuracy given the extra time and money it would cost. Thus, if we can ideally use a form of random sampling techniques based on assessors' locations and/or the existing clients they select (reflecting your four categories of clients), as well as a similar random selection approach ideally for a smaller comparison sample, this study's final analysis should have better chances of success based upon these sampling numbers. And though 1,000 participants might seem like a large task, it is quite manageable.

For example, in Phase 2, we have allotted three months for the data collection efforts. For a sample size around 1,000, this would equate to approximately 333 participants completing the survey each month. If we have 25 assessors working with us, that will equate to about each assessor administering only 14 acuity tool surveys a month. So, this large sample should be manageable to collect data from, but we will want to learn more about the demographics of the assessors and how many are available to assist with the project.

With your answer to the RFP questions provided stating, "*The tool DDSN wishes to utilize does not require a survey platform*", however, we wanted to clarify the sample size suggested for this project. Because when it comes to either entering or uploading the answers to 1,000 surveys into SPSS, it is a concern. It is possible your answer might suggest the tool is already on a survey platform. If so, please forgive the detailed summary we are providing here.

Such an answer might also suggest a belief, however, the assessment cannot be or does not need to be entered into an online or digital survey platform. But for the sample and analyses needed for this project, and a goal to offer a more affordable proposal, we wanted to clarify the need for online data collection and how we can assist if such a platform is needed. Because beyond the additional expense and time needed to process and reenter paper surveys onto a computer, the process of typing the many answers to 1,000 surveys also quite often leads to errors made during data entry.

So, if the State or DDSN does not have an online service to collect such survey data, we suggest the State or DDSN try to secure such a digital platform to utilize. Because making sure we take a modern approach to such data collection can greatly improve this project's efforts and affordability as well as your future implementation and monitoring efforts. Ensuring that this tool is collected electronically means that for many years to come you will have data readily available to analyze, review and determine caseloads and productivity as well as what is working, not working and why. If such capabilities are not available to the State or DDSN at this time, for this one-year project MDED can utilize one of our online survey accounts to assist with the project. For example, *Alchemer* allows for surveys to be completed electronically via computers, laptops, tablets, and smartphones, which most assessors and clients/participants would have access to.

Completing Steps 2 & 3... Deliverable Milestones 2 & 3... Finalizing Phase 1

Through a detailed and collaborative approach to developing the acuity tool survey for streamlined comprehensive data collection and fine-tuning sampling during Step 1, in **Step 2 of Phase 1** we will complete the survey development and the Spanish translation as well. *And if DDSN can secure Spanish translators to assist us, as suggested in the RFP, we would greatly appreciate it.* During Step 2, we will also identify the sample and develop the training for the assessors and work with you to organize the training. And then in **Step 3 of Phase 1** ... we will train the assessors, test the data collection process with the assessors, and complete final preparations for data collection.

As for the training approach, given the assessors are probably located across the state with limited time to all meet in a central location, we would assume you would prefer and recommend doing a webinar type approach for the training, that can also be recorded and saved online for your assessors to review when needed. If the State or DDSN has a licensed Learning Management System (LMS), we could even put the training in there and have the assessors answer a few questions following the training to confirm they watched/completed the training and understood the training. And if you don't have an LMS but like the idea of confirming the training's knowledge sharing abilities, we could send out a short survey to the assessors after the training to gather confirmation they have understood and completed the training. But we will develop a high-quality training that fully explains and simplifies the administering of the Acuity Tool Survey, and fully prepares your assessors for the steps essential to the data collection process.

Phase 2 & Deliverable Milestones 4 through 6

Again, the large amount of detail shared on **Phase 1** was provided because we cannot stress enough how essential these pieces are to ensuring success for the project. At this point of the process, however, we will move into **Phase 2** and begin the Data Collection efforts. As detailed in the table above and to follow below, this effort consists of three months equating to three Deliverable Milestones focused on the following tasks. The following basically describes the process we will repeat for the three months of data collection allotted.

In the first month of data collection (Deliverable Milestone 4),

- ✓ *Assessors begin administering acuity tool survey to sample selected,*
- ✓ *MDED provides constant support to assessors and State with needs related to streamlined data collection,*
- ✓ *Efforts will seek to collect additional data on sample participants related to their time in care, treatments, and progress.*

*Note, ideally during this time we will also be able to collect data from a small comparison sample selected and recruited to complete the acuity tool survey.**

In the second month (Deliverable Milestone 5) and third month (Deliverable Milestone 6) of data collection,

- ✓ *Assessors will continue administering acuity tool survey to sample selected,*
- ✓ *MDED provides constant support to assessors and State with needs related to streamlined data collection,*
- ✓ *Efforts will continue to seek to collect additional data on sample participants related to their time in care, treatments, and progress.*

If after sampling, or during Phase 2 it is determined that an additional month is needed, we can extend data collection to include September as well. But during this effort, beyond the constant monitoring of the data collection and support to be provided to all who need it, we also suggest putting in place several safeguards and proactive steps. These include:

- ✓ *Monthly checkups related the sharing and uploading of data from the assessors to MDED,*
- ✓ *Monthly reports to DDSN on data collection progress,*
- ✓ *And to empower Phase 3 analysis efforts, and put in place data quality assurances and monitoring practices, MDED will perform monthly data aggregation, cleaning, and possible initial analyses for pretesting norms and predictability,*

Instead of waiting until the end of the data collection effort, we would recommend that MDED provide monthly checkups with and monitoring of the assessors to confirm the data they are collecting is being uploaded correctly, and no problems are occurring. This will result in a brief report being provided to DDSN on a monthly basis during Phase 2. Possible challenges to the analysis phase can be better identified by performing some initial analyses of the data being collected every month. And these initial analyses will also help us to start exploring key findings for the final analysis.

Phase 3 & Deliverable Milestones 7 & 8

Once **Phase 2** of Data Collection is complete, **Phase 3** on Analysis will begin. We will first aggregate (connect), clean, and code or recode all the data collected. At this stage we will use the approaches and findings from the initial analyses performed during Phase 2 to help us more effectively begin the deeper analyses. As described above, efforts for month 1 of analysis (Deliverable Milestone 7) and month 2 of analysis (Deliverable Milestone 8) will basically follow these main steps:

Month 1 of Phase 3 Analysis (Deliverable Milestone 7):

- ✓ *Complete a series of analyses consisting of descriptive, operational, inferential, and possibly predictive analysis,*
- ✓ *Explore and document how the tool performs overall and for each of the four groups of clients served by DDSN,*
- ✓ *Perform tests of scale and subscale reliability and validity,*
- ✓ *Calculate initial norming and cut-point scores,*
- ✓ *Meet with DDSN to review and modify.*

Month 2 of Phase 3 Analysis (Deliverable Milestone 8):

- ✓ *Complete a second round of analyses consisting of descriptive, operational, inferential, and possibly predictive analysis,*
- ✓ *Confirm results on how the tool performs overall and for each of the four groups of clients served by DDSN,*
- ✓ *Finalize tests of scale and subscale reliability and validity,*
- ✓ *Finalize norming and cut-point scores.*

Making sure DDSN has a designated staff member to serve as our lead contact and support us, as well as having others available for additional input and oversight when needed, is essential to MDED meeting this timeline and ensuring a more successful outcome. And during Phase 3 we will continue to provide you with updates and work with you if we or DDSN have any questions, suggestions, or concerns. Again, it is possible that your identified tool has great psychometric properties already established for the overall scale reliability and the sub-scales it contains. If so, that is great news, and we can use this project to further confirm such properties.

Because it is worth noting that just because one might claim an instrument is reliable, we still need to consider several factors. First, how reliable is it? Does the alpha coefficient translate to the tool assessing the same thing consistently 70%, 80% or 90+% of the time (reliability)? Second, is the established reliability strong enough, applicable, and generalizable to the population of your potential clients? In other words, was the previous reliability analysis confirmed via multiple studies and were those studies performed on an adequately sized and representative sample like your clients and a comparison group?

Therefore, during our analyses we will go beyond the simple mentions and claims of such reliability properties one often reads on websites and in journal publications and dig deeper to determine these important factors specific to the Acuity Tool and larger collection of scales within the survey. This effort will be very important if your current acuity tool survey still needs additional questions and scales added to it, or the existing pieces could benefit from additional scale reliability analyses. Reliability is very important, because a tool cannot be considered valid (accurate) if it is first not documented to be adequately or highly reliable (consistently measuring the same thing).

Also please note, as any qualified psychometrician knows, the easiest way to increase reliability of a tool or survey is to add more questions to the measurement. And as a result, one must also determine if the tool is too long to be used in the work you do. And by performing this additional scale reliability as one of our tasks, we possibly will also be able to show you how some of the questions are not contributing to higher reliability, and we can work with you to possibly shorten the acuity tool for *ease-of-use* efforts.

As for when it comes to accepting claims of validity, the stakes get higher. Because if you are adopting a tool with questionable reliability (the measurement's consistency) and you are not sure if it measures what it claims to measure (validity), you might as well save those limited budget dollars and staff hours and take your 50/50 chance by flipping a coin. Too often when one reviews research and sees claims of an instrument's validity, upon digging deeper into the claims we come to find the authors only have established face validity (i.e., it basically looks good to

peers) or content validity (i.e., it seems to be asking the right questions according to experts). Though these two lower-level types of validity are essential and a good starting point for supporting instrument use, they are not enough when using such tools to safely guide the placement and treatment of your clients.

So, although the main focus in the RFP is on norming, part of our analyses will focus on exploring if we can help you document results further supporting the reliability as well as validity of your acuity tool, such as criterion and discriminant validity. Such findings could help you to feel more confident that your tool measures what it says it measures (*criterion validity*). Because evidence of criterion validity is what you need for having confidence in the accuracy of your cut-point scores. And if by using the comparison sample in the analyses we can document if the scores are able to determine and accurately identify and determine who truly has a disability in need of care and support, the efforts might even lead to supporting what is called *discriminant validity*. Such analyses are what is needed to help you feel more confident the cut-point scores are performing for you and not suffering from *Type I or II error*.

When or if criterion and possibly discriminant validity are established, we can feel more confident that the tool is not related to or measuring what we do not want it to be related to (e.g., efficient correct placement vs. inefficient incorrect placement). And in the future as you continue to collect and analyze data via a digital survey platform, and with possibility of predictive validity being established (e.g., assigning a client with a specific disability level to a specific treatment which holds a 75% success rate), such RFP efforts can help you more accurately begin to achieve being able to predict a safe and effective placement and treatment. Therefore, though we make no guarantees this first pilot of your acuity tool will produce such comprehensive validation results, please know that when we do the analyses for psychometric properties, we will have collected the best data from the best available sample and a comprehensive series of analyses will be performed with diligence and hopes of high expectations.

Your clients from these vulnerable populations deserve nothing less, and by improving the assessment tools utilized and the outcomes experienced it should also increase your workforce's morale and retention. This is the goal, but again please know that such validity supporting results are not the easiest to produce. But with the designs and methods proposed in Phase 1, the chances of discovering such validity are increased.

Again, we will keep you up to date on what we find during this phase. Once the analysis is semi-complete or complete, however, we would recommend having a meeting to review the initial findings and discuss your preferences for further analyses and the report write-ups. After this work session(s), MDED can then fine tune analyses and move into Phase 4.

Phase 4 & Deliverable Milestones 9, 10 & 11

In **Phase 4**, beyond writing up the report (which will include findings and recommendations, and further collaboration with DDSN to review and provide feedback before finalizing the report), we are approaching the finish line. The following tasks will guide these efforts, and they include:

- ✓ *Complete report on analyses, results, & recommendations of the acuity tool and pilot study (November, Deliverable Milestone 9),*
- ✓ *Prep meeting and onsite presentation of research findings, report, and recommendations for implementation (December, Deliverable Milestone 10),*
- ✓ *Provide technical advisory for future implementation of acuity tool (January, Deliverable Milestone 11).*

Summary: A Case for Putting Continuous Improvement at the Forefront of Focus

Our goal for this four-phase approach was to estimate and propose a month-to-month approach which allows the time needed to successfully and yet succinctly accomplish the tasks of the project. And the graphic below provides a summary of the phases and deliverable milestones. We thank you for your serious consideration of what we have shared and hope to be working with you soon.

As we discovered a few years ago when we first researched your initial acuity tool efforts, according to numerous reports such as the *Case for Inclusion* provided by ANCOR and the United Cerebral Palsy, South Carolina consistently has ranked high in quality of services provided to the disabled populations. Consequently, you have much to be proud of and most likely many strengths to capitalize upon. As you have insightfully determined, one such mechanism that could greatly enhance your future success (and help you pursue continuous improvement) is by adopting an acuity tool or level of need assessment to more accurately determine which clients need or are eligible for your specific services. And if this level of need assessment instrument can be normed and validated by an external evaluator, experts not connected to the state or the party which developed acuity tool, the quality of the analyses and results can be further strengthened.

As described above and as suggested in the RFP, such analysis and testing of an acuity tool could benefit greatly from also utilizing additional data related to DDSN efforts, that help you discover more efficiently and effectively what each client more specifically needs. And in the process of measuring and monitoring such levels of disability (e.g., categorizing clients and tracking placements and outcomes), as well as measuring and monitoring the services being provided (e.g., process evaluation), ideally you will be able to better determine what is needed, working, or not working for your clients.

We fully understand how the previous Acuity Tool Research Consulting Services for the earlier RFP and this RFP holds the potential to help the South Carolina Department of Disabilities and Special Needs (DDSN) further improve determinations and services provided to the vulnerable populations you serve. Ideally such efforts will allow you to allocate the appropriate resources and interventions, at the right time, to clients with the most need, to achieve the best outcomes. Thus, we hope our proposed approach and methodology illustrates our expertise and what we believe analytically and methodologically is the most logical and productive path forward to help you determine how best to test and use the acuity tool you have selected.

Figure 3: 4 Phase 11-month Timeline & Summary of Deliverable Milestones

March 2024– May 2024	June 2024 – August 2024	September 2024 – October 2024	November 2024 – January 2025
Phase 1	Phase 2	Phase 3	Phase 4
Development & Design	Data Collection	Analysis	Reports & Recommendations
<p>Deliverable Milestone 1 (Month 1)</p> <ul style="list-style-type: none"> ✓ Kickoff & planning meetings/calls, ✓ Review and discussion of new acuity tool, data collection protocol, & sampling methodology, ✓ Discussion and planning on expanding acuity tool survey & consideration of comparison group for successful outcomes, ✓ Acuity tool survey Research and development. <p>Deliverable Milestone 2 (Month 2)</p> <ul style="list-style-type: none"> ✓ Discussion and planning for data collection on the existing client sample participants (history, demographics, etc.), ✓ Acuity tool survey admin training development & training scheduling prep, ✓ Selection and scheduling of training for assessors to assist with data collection, ✓ Spanish translation of acuity tool survey, ✓ Completion of acuity tool survey & online collection protocol, <p>Deliverable Milestone 3 (Month 3)</p> <ul style="list-style-type: none"> ✓ Train assessors, ✓ Perform data collection tests with assessors, ✓ Acuity tool survey Review process & testing. 	<p>Deliverable Milestone 4 (Month 4)</p> <ul style="list-style-type: none"> ✓ Assist assessors with beginning acuity tool survey administering, ✓ Collect additional data related to participants, ✓ Monitor & support assessors data collection, ✓ Monthly data management, aggregation, & review ✓ Monthly report to DDSN on data collection progress. <p>Deliverable Milestone 5 (Month 5)</p> <ul style="list-style-type: none"> ✓ Collect additional data related to participants, ✓ Monitor & support assessors data collection, ✓ Monthly data management, aggregation, & review ✓ Report to DDSN on data collection progress. <p>Deliverable Milestone 6 (Month 6)</p> <ul style="list-style-type: none"> ✓ Collect additional data related to participants, ✓ Monitor & support assessors data collection, ✓ Monthly data management, aggregation, & review 	<p>Deliverable Milestone 7 (Month 7)</p> <ul style="list-style-type: none"> ✓ Complete a series of analyses consisting of descriptive, inferential, and predictive analysis, ✓ Explore and document how the tool performs overall and for each of the four groups of clients served by DDSN, ✓ Perform tests of scale and subscale reliability and validity. <p>Deliverable Milestone 8 (Month 8)</p> <ul style="list-style-type: none"> ✓ Hold review meeting with DDSN to share initial findings, ✓ Complete additional analyses, exploration & testing ✓ Finalize norming and cut-point scores and validation analyses. 	<p>Deliverable Milestone 9 (Month 9)</p> <ul style="list-style-type: none"> ✓ Complete report on analyses, results, & recommendations of the acuity tool and pilot study, ✓ Hold preliminary report review meeting with DDSN ✓ Finalize report. <p>Deliverable Milestone 10 (Month 10)</p> <ul style="list-style-type: none"> ✓ Present research findings and recommendations for implementation, ✓ Provide technical advisory for future implementation of acuity tool <p>Deliverable Milestone 11 (Month 11)</p> <ul style="list-style-type: none"> ✓ Provide technical advisory for future implementation of acuity tool

✓ Complete final preparations to begin data collection.	✓ Report to DDSN on data collection progress.		
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Additional Information Requested within the RFP

V. QUALIFICATIONS

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY

(a) *This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:*

✓ **Successful offeror must demonstrate expertise through a combination of education, training, and experience in the following areas: measurement, statistical analysis, evaluation, psychiatry and/or psychology, psychometric training, medical evaluation, instrument development. The offeror should have a background working with and/or studying individuals with disabilities from childhood through adult.**

Multi-Dimensional Education Inc meets this requirement.

✓ **Individuals performing the Scope of Work should possess a doctorate in the areas in which they perform work, as well as documented work experience in the areas listed in the Scope of Work.**

Multi-Dimensional Education Inc meets this requirement.

✓ **Offeror may meet the expertise requirements through direct staff or through designated contractor agreements.**

Multi-Dimensional Education Inc meets this requirement through direct staff.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

As for *Qualifications addressed in Section V of the RFP*, and shared above, we are fully qualified for this project. The lead experts who will complete this RFP’s tasks, are partners and or officers in the company and they hold doctorate degrees and/or have expertise in education, training, measurement, statistical analysis, evaluation, psychiatry, psychology, psychometric development and training, medical evaluation, and human development. We also have a background working with and/or studying individuals with disabilities from childhood through adult. We additionally have experience with owning private clinical practices. Again, we also have created assessment systems and research methodology which via our federal grants and direct contracts have been used by or within more than 155 state and local agencies and school districts, as well as at-risk population focused organizations and tribes in 27 states. Other MDed subject matter experts

(SME) will provide their expertise and support during the more demanding times in the Deliverable Milestone phases. Please note, these SMEs, with exception of a possible Spanish translator, also hold a doctorate degree and have similar excellent credentials and experience.

MINORITY PARTICIPATION

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No
If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? n/a

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? n/a

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]