

SERVICE STANDARD
INDIANA DEPARTMENT OF CHILD SERVICES
DRUG TESTING SUPPLIES AND SERVICES

I. Service Description

- A. The contracted service provider(s) shall provide the following:
1. Provide all required materials to complete drug testing and to transport supplies.
 2. Perform all requested initial tests and all confirmation tests.
 3. Provide any requested testimony and/or court appearances (to include hearing or appeals), including those relating to chain-of-custody and/or test procedures and results on an as-needed basis.
 4. Ensure proper legal chain-of-custody procedures are maintained and comply with departmental procedure, State and federal law. This includes guaranteeing complete integrity of each specimen tested and the respective results. Receiving, transfer, and handling of all specimens by laboratory personnel must be fully documented using the proper chain-of-custody.
 5. Provide services to all 92 counties in the State.
 6. Provide an online portal capable of integrating into DCS systems at no additional charge which, at minimum, provides the following functionalities:
 - a) Requests testing;
 - b) Provides test results to case workers and other authorized users;
 - c) Provides documentation; and
 - d) Stores relevant documents.
 7. Provide training and training materials for DCS staff

II. Service Delivery

- A. Services should be provided according to the Indiana Practice Model
- B. Provider shall comply with all DC procedures and State and Federal Laws, regulations, and policies.
1. This includes the DCS Drug Testing Collection Procedures
 2. <https://www.in.gov/dcs/files/5.20%20Drug%20Screening%20in%20Permanency%20Case%20Management.pdf>
- C. Collect samples from clients who require immediate testing

D. Collect samples from clients on a randomized testing schedule (see table)

Time Free of Substance Use/Engaged in Treatment	Suggested Frequency
0-30 days	Twice weekly
31-60 days	Weekly
61-120 days	Twice Monthly
120+ days	Monthly (until behavior indicates no further use)

1. Randomization Procedures

- a) Random tests are designed for individuals who may or may not meet the criteria for substance abuse and may or may not actively participate in drug treatment services.
- b) The design of this process is for individuals who will require continual monitoring of substance use and/or abuse during their DCS case.
- c) The Contractor shall follow the DCS process for randomization in which referred clients will be tested a maximum of two (2) tests per week.
- d) The Contractor shall send a letter to all referred clients within three (3) calendar days of referral that includes instructions for contacting the agency immediately to begin the random testing process.
- e) The Contractor shall collect the initial test within seven (7) calendar days of referral (the “referral hold” period).
- f) The Contractor shall provide a toll-free phone line for clients to call during their referral hold period to determine the day their test will be conducted.
 - (1) This toll-free number shall include capabilities for referred clients to verify their identities using keypad or voice functionalities and should be available for Contractor administered testing.
 - (2) The Contractor shall modify the phone message every day by 5 a.m. ET with individualized instructions for clients to report for their test that day or continue to call during their referral hold period.
- g) The Contractor shall provide testing on weekdays outside of regular business hours and on weekends to accommodate clients who are working.
- h) The referring DCS worker and the Contractor shall work together to administer random testing for clients who do not have access to transportation or telephone.

- H. The contractor is responsible for, but not limited to, the following types of drug screens:
1. Oral Fluid Testing (DCS Administered)
 - a) The Contractor shall provide DCS offices with necessary supplies and training to conduct oral fluid tests for immediate testing.
 - b) Instant oral fluid tests and laboratory analyzed oral fluid tests shall be made available to requesting DCS offices. The Contractor shall provide training to DCS personnel regarding proper collection of oral fluid tests.
 - c) Instant drug test results are considered only presumptive positive until going through a confirmation process. The lab-analyzed oral fluid swabs shall go through a confirmation process when sent to the lab if the screen is presumptive positive.
 - d) In the event of a positive result for instant drug screens or lab-analyzed drug tests, confirmation testing shall be conducted by the Contractor.
 2. Oral Fluid Testing (Contractor Administered)
 - a) The Contractor shall have the capacity to conduct oral fluid tests, both instant and laboratory analyzed.
 - (1) The Contractor's collection staff shall collect notes regarding the behavioral and physical conditions of the client at the time of collection and the cooperation level of the client, including denial of admission into the house.
 - (2) The Contractor's collection staff shall also collect notes about the condition of the home if the test is administered in-home.
 - b) These tests will be administered at the discretion of the State.
 - (1) If the test administered is instant, the Contractor's staff shall abide by DCS procedures regarding disclosure of results.
 3. Urine Testing (Contractor Administered)
 - a) All urine drug tests will be initially collected using monitored sample collections methods.
 - (1) The Contractor's collection staff shall collect notes regarding the behavioral and physical conditions of the client at the time of collection and the cooperation level of the client, including denial of admission into the house.
 - (2) The Contractor's collection staff shall also collect notes about the condition of the home if the test is administered in-home.

- b) If a donor submits a sample that is determined to be adulterated, substituted, or diluted with no legitimate medical explanation, subsequent tests will be considered confirmation testing and will be observed.
 - (1) Please see “Confirmation Testing (Contractor Administered)” for more information about confirmation testing procedures.
 - c) The Contractor shall provide testing hours of operation to serve clients summoned by randomized screens who are employed or otherwise unavailable during normal business hours.
 - (1) Collection times shall accommodate client’s schedules to include weekend collections.
 - d) The Contractor shall have the capacity to conduct urine tests, both instant and laboratory analyzed, at DCS request.
 - (1) If the test administered is instant, the Contractor’s staff shall abide by DCS procedures regarding disclosure of results.
4. Hair Follicle Testing (Contractor Administered)
- a) The Contractor shall conduct hair follicle tests when requested by DCS.
 - (1) The Contractor’s collection staff shall collect notes regarding the behavioral and physical conditions of the client at the time of collection and the cooperation level of the client, including denial of admission into the house.
 - (2) The Contractor’s collection staff shall also collect notes about the condition of the home if the test is administered in-home.
 - b) Hair follicle tests may be used on children to detect exposure to substances or may be used if an oral or urine screen is uncollectable.
 - (1) The use of hair follicle testing should be limited to investigation of past usage or exposure to substances.
 - (2) The decision to utilize hair follicle screening should be approved by the DCS Local Office Director (LOD)/Division Manager (DM) or designee, or be court ordered.

5. Blood Testing (Contractor Administered)
 - a) The Contractor shall conduct blood testing for substances when requested by DCS.
 - (1) While the Contractor shall have the capability to provide blood tests, DCS does not anticipate drug testing as a frequently used service.
 - (2) The Contractor's collection staff shall collect notes regarding the behavioral and physical conditions of the client at the time of collection and the cooperation level of the client, including denial of admission into the house.
 - (3) The Contractor's collection staff shall also collect notes about the condition of the home if the test is administered in-home
6. Confirmation Testing
 - a) If a donor submits a sample that is positive or has been determined to be adulterated or substituted with no legitimate medical explanation, subsequent tests are to be observed.
 - (1) If observed, the Contractor shall also ensure the observer's gender is the same as the donor's gender, which is determined by the donor's gender identity, with no exception to this requirement.
 - b) The Contractor's collection staff shall collect notes regarding the behavioral and physical conditions of the client at the time of collection and the cooperation level of the client, including denial of admission into the house.
 - (1) The Contractor's collection staff shall also collect notes about the condition of the home if the test is administered in-home.
 - (2) Confirmation Testing shall be conducted utilizing Gas Chromatography/Mass Spectrometry Confirmation (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS/MS) Technology on all samples initially testing positive.
 - c) The required cutoff levels incorporated in tables below
7. Emergency Testing
 - a) The Contractor shall be available to provide emergency testing services
 - b) Emergency Testing is defined as testing that takes place after hours and must be completed within one (1) hour of request.
 - c) All emergency testing is subject to DCS request.

d) The Contractor's collection staff shall collect notes regarding the behavioral and physical conditions of the client at the time of collection and the cooperation level of the client, including denial of admission into the house.

(1) The Contractor's collection staff shall also collect notes about the condition of the home if the test is administered in-home

8. In-Home Testing

a) The Contractor shall be available to provide in-home testing services outside of DCS or Contractor-run collection facilities.

b) These in-home testing services will be directed at the discretion of DCS.

c) The Contractor's collection staff shall collect notes regarding the behavioral and physical conditions of the client at the time of collection and the cooperation level of the client, including denial of admission into the house.

d) The Contractor's collection staff shall also collect notes about the condition of the home

9. Testing for Adulteration of Samples

a) Tests for adulteration of samples, including testing of creatinine levels, specific gravity, and nitrate levels shall be conducted on all urine samples.

b) Testing for creatinine levels shall be conducted on all urine samples. The Contractor shall test for specific gravity on all urine samples with a creatinine level below 20 mg per deciliter or applicable SAMHSA standard. The Contractor shall administer a nitrite test on any urine sample that contains no creatinine and has a specific gravity test of 1.000.

c) For urine tests, diluted results shall be reported on the result form.

d) DCS shall be notified in writing (and via electronic submittal to the designated DCS database) if the specimen has been rejected due to an invalid chain-of-custody, adulteration, or any other integrity problem.

10. 10-Panel Tests

- a) The drug test list includes drugs of abuse (illegal drugs) and therapeutic drugs (prescription drug-painkillers, mental health medications, etc.).
- b) 10-Panel oral fluid samples must be tested for Amphetamines, Benzodiazepines, Buprenorphine, Cocaine, Cannabinoids, Fentanyl, Methamphetamines, Opiates, Oxycodone, and Tramadol.
- c) 10-Panel urine samples must be tested for Amphetamines, Benzodiazepines, Buprenorphine, Cocaine, Cannabinoids, Fentanyl, Methamphetamines, Opiates, Oxycodone, and Tramadol.
- d) 10-Panel hair follicle samples must be tested for Amphetamines, Benzodiazepines, Buprenorphine, Cocaine, Cannabinoids, Fentanyl, Methamphetamines, Opiates, Oxycodone, and Tramadol.
- e) Blood samples are provided only upon specific DCS request.
 - (1) 10-Panel blood samples must be tested for Amphetamines, Benzodiazepines, Buprenorphine, Cocaine, Cannabinoids, Fentanyl, Methamphetamines, Opiates, Oxycodone, and Tramadol.
- f) The Contractor shall keep up to date with technology advances and provide lower confirmation cut-off levels as technology advances at no additional cost, unless approved by the State.
 - (1) These cutoff levels may be adjusted in consultation with the Contractor at any time.
- g) Initial testing shall be conducted utilizing an enzyme immunoassay method. Testing shall occur for the following substances using the cutoff levels listed in the chart below
 - (1) List of substances may change upon State request for any reason, including changes to prevalence of substances, at no additional cost

Substance	Oral Fluid	Urine	Hair Follicle	Blood
Amphetamines	50 NG/ML	500 NG/ML	500 PG/MG	N/A
Benzodiazepines	20 NG/ML	200 NG/ML	50 PG/MG	N/A
Buprenorphine	5 NG/ML	5 NG/ML	10 PG/MG	N/A
Cocaine	20 NG/ML	20 NG/ML	1 PG/MG	N/A
Cannabinoids	4 NG/ML	150 NG/ML	500 PG/MG	N/A
Fentanyl	1 NG/ML	2 NG/ML	20 PG/MG	N/A
Methamphetamines	50 NG/ML	500 NG/ML	500 PG/MG	N/A

Substance	Oral Fluid	Urine	Hair Follicle	Blood
Opiates	40 NG/ML	300 NG/ML	200 PG/MG	N/A
Oxycodone	40 NG/ML	100 NG/ML	300 PG/MG	N/A
Tramadol	20 NG/ML	200 NG/ML	50 PG/MG	N/A

h) Confirmation testing shall be conducted utilizing gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-mass spectrometry (LC/MS). Testing shall occur for the following substances utilizing the cut-off levels listed below.

(1) For substances not included in the chart, use recommended industry cutoff levels

Substance	Oral Fluid	Urine	Hair Follicle	Blood
Amphetamines	10 NG/ML	500 NG/ML	300 PG/MG	2.5 NG/ML
Benzodiazepines	1 NG/ML	100 NG/ML	50 PG/MG	2.5 NG/ML
Buprenorphine	2.5 NG/ML	5 NG/ML	40 PG/MG	2.5 NG/ML
Cannabinoids	1 NG/ML	15 NG/ML	.02 PG/MG	5 NG/ML
Cocaine	4 NG/ML	150 NG/ML	500 PG/MG	2.5 NG/ML
Fentanyl	1 NG/ML	1 NG/ML	20 PG/MG	.25 NG/ML
Methamphetamines	10 NG/ML	500 NG/ML	300 PG/MG	2.5 NG/ML
Opiates	10 NG/ML	300 NG/ML	200 PG/MG	2.5 NG/ML
Oxycodone	10 NG/ML	100 NG/ML	300 PG/MG	2.5 NG/ML
Tramadol	10 NG/ML	50 NG/ML	50 PG/MG	2.5 NG/ML

- i) In situations where the source of the Methamphetamine or Amphetamines is present, and the presence may come into question, the Contractor must perform a d-1-isomer differentiation.
 - (1) This service is to be offered at no additional cost to the Department of Child Services and performed when requested by DCS or Probation

11. Additional Testing

- a) DCS may identify the need for testing of additional substances outside of what is specified above.
 - (1) Testing for additional substances may be identified as a need in the entire region or for a specific client
- b) All testing levels (initial and confirmation) for additional substances shall follow Substance Abuse and Mental Health Administration (SAHMSA) regulations.
- c) At the request of DCS, oral fluid, urine, hair follicle, and blood tests may additionally include Methadone or Phencyclidine at the levels provided below.
 - (1) The Contractor shall conduct blood and urine tests for alcohol when requested by DCS.
- d) At the request of DCS, oral fluid, urine, hair follicle, and blood tests may additionally include testing for Kratom, Synthetic Cannabinoids, Synthetic Cathinones (“Bath Salts”) or other substances indicated by a clients’ history.
- e) For additional testing not included in the tables above, cut-off levels for initial and confirmation screening shall be determined by mutual agreement of the DCS and provider.
- f) Upon DCS request, any specimen shall be tested for a specific prescription medication if the client does not have a valid prescription.
- g) Initial Testing Cutoff Levels for Additional Substances

Substance	Oral Fluid	Urine	Hair Follicle	Blood
Alcohol	.02 G/DL	.02 G/DL		50 MG/DL
Methadone	50 NG/ML	300 NG/ML	200 PG/MG	N/A
Phencyclidine	10 NG/ML	25 NG/ML	300 PG/MG	N/A

h) Confirmation Testing Cutoff Levels for Additional Substances

Substance	Oral Fluid	Urine	Hair Follicle	Blood
Alcohol	.02 G/DL	.02 G/DL		10 mg/dL
Methadone	10 NG/ML	150 NG/ML	200 PG/MG	2.5 NG/ML
Phencyclidine	4 NG/ML	25 NG/ML	300 PG/ML	2.5 NG/ML

I. Collection Management

- a) Collection Sites The Contractor shall maintain collection sites throughout the State.
- b) Maintaining collection sites includes ensuring sites meet collection hours, collection staff are available, and facilities meet DCS requirements.
- c) The Contractor is not required to own collection sites and may work with subcontractors to facilitate the Contractor's collection network.
- d) Brick and mortar sites are preferred, but mobile testing sites are acceptable.

DCS Region	Counties	Minimum Number of Collection Sites
1	Lake	8
2	Benton, Jasper, LaPorte, Newton, Porter, Pulaski, Starke	7
3	Elhart, Kosciusko, Marshall, St. Joseph	7
4	Allen, DeKalb, LaGrange, Noble, Steuben, Whitley	7
5	Carroll, Clinton, Fountain, Tippecanoe, Warren, White	7
6	Cass, Fulton, Howard, Huntington, Miami, Wabash	6
7	Adams, Blackford, Delaware, Grant, Jay, Randolph, Wells	6
8	Clay, Parke, Sullivan, Vermillion, Vigo	4
9	Boone, Hendricks, Montgomery, Morgan, Putnam	5
10	Marion	10
11	Hamilton, Hancock, Madison, Tipton	5
12	Fayette, Franklin, Henry, Rush, Union, Wayne	5
13	Brown, Greene, Lawrence, Monroe, Owen	4
14	Bartholomew, Jackson, Jennings Johnson, Shelby	6
15	Dearborn, Decatur, Jefferson, Ohio, Ripley, Switzerland	5
16	Gibson, Knox, Pike, Posey, Vanderburgh, Warrick	7
17	Crawford, Daviess, DuBois, Martin, Orange, Perry, Spencer	6
18	Clark, Floyd, Harrison, Scott, Washington	5

J. Technical Support

1. The contractor shall maintain a toll-free number for technical support that is available to all DCS local offices and probation departments in the State from Monday to Friday from 8:30AM – 8:00PM

K. Courier Services

1. The Contractor shall supply all required drug testing materials and courier services to transport all specimens and testing materials from any location within the State.
2. The Contractor shall coordinate all courier services to transport all specimens, test results, and testing materials to and from any location/collections site within the State.
 - a) Deliveries shall be made during regular business days, normally between the hours of 8:00 am and 5:00 pm from Monday to Friday, unless otherwise indicated.
 - b) The Contractor shall be responsible for the cost of all courier services provided under the Contract.
3. The Contractor shall provide courier services within 24 hours from the request for pick up.
 - a) The Contractor shall maintain a backup plan to ensure this timeline will be met in the case of emergency.
4. The Contractor's courier system shall provide documented, legal chain-of-custody throughout the State of Indiana which includes same day or next day delivery throughout Indiana.

III. Target Population

- A. Drug Testing Services are designed for individuals who are suspected by DCS workers and Probation Officers of drug and/or alcohol use requiring immediate testing, as well as all individuals under DCS continual monitoring for substance abuse who are included in the randomized test pool. Services are restricted to the following eligibility categories:
1. Parent(s), guardian(s), or caregiver(s) of children for whom a DCS assessment has been initiated
 2. Children and parent(s), guardian(s), or caregiver(s) who have substantiated cases of abuse and/or neglect
 3. Children with a status of a Child in Need of Services (CHINS), and/or juvenile delinquency or juvenile status
 4. Children with the status of CHINS, juvenile delinquency case (criminal or JD or JS status) and their Foster/Kinship families with whom they are placed
 5. Individuals who DCS is statutorily empowered to test

IV. Implementation and Transition Requirements

- A. Implementation Phase Requirements and Responsibilities
 1. The Contractor shall complete a phased implementation process where services are implemented separately by region during the implementation period.
 2. The implementation phase shall begin at the beginning of the Contract term.
 3. The State will actively monitor transition activities during this phase of the Contract.
 4. Monitoring activities will focus on progress made against the Contractor's work plan and assessment of the Contractor's readiness to begin operations.
 5. The Contractor shall collaborate with the current vendors to ensure all service provision is appropriately delivered during the transition period and at the Contractor's takeover of responsibilities.
- B. The contractor shall create an implementation work plan within thirty (30) days of the contract start date and submit to DCS for approval
 1. The Contractor shall report progress against the work plan for each implementation task through weekly status reports and at weekly status meetings with the State.
 2. The Contractor shall update the implementation work plan on a weekly basis, or as designated by DCS.
 3. The Contractor shall create a policy with DCS for submitting deliverables.
 4. The Contractor shall obtain written approval from DCS on each deliverable submitted for review.
 5. The Contractor shall revise deliverables, if requested.
 6. The Contractor shall leave the implementation phase once all deliverables have been submitted.

- C. End of Contract Transition Requirements and Responsibilities
1. To ensure that program stakeholders experience no adverse impact from the transfer of drug testing services from the Contractor to either the State or to a successor Contractor, the Contractor shall develop and implement a State-approved transition plan covering the possible turnover of services.
 2. The transition plan shall meet the following requirements:
 - a) Be developed twelve (12) months prior to the end of the base Contract period, or any extension thereof
 - b) Detail the proposed schedule and activities associated with the turnover tasks
 - c) Describe the Contractor's approach and schedule for transfer of inventories, correspondence, documentation, and other relevant information
 - d) Provide all required documentation and necessary training at least two (2) months prior to the end of the Contract or any extension thereof.
 - e) Contractor shall not reduce operational staffing levels during the transition period without prior approval by the State.
 - f) Contractor shall not in any way restrict or prevent Contractor staff from accepting employment with any successor Contractor. The State will work with the incumbent and successor Contractors on the timing of any transition of incumbent staff.
 - g) Following transition of operations, the Contractor shall provide the State with a transition results report documenting the completion and results of each step of the transition plan. The outline and format of the transition results report must be approved by the State in advance. Transition will not be considered complete until this document is received by the State.

V. Performance Measures

- A. The Contractor shall be responsible for meeting the following performance measures.
1. Failure to meet the following performance measure may result in payment withholds.
 - a) A total of 10% of each monthly invoice (1% for each performance measure listed below) will be withheld each month.
 - b) In order to receive the withheld payments for each month, the Contractor must achieve the performance measures listed below.
 - c) For each performance measure that is achieved each month, the Contractor shall be paid back the withheld funds for that performance measure.
 - d) Failure to achieve a performance measure will result in the loss of the withheld payments for that failed performance measure.
 - e) If a performance measure is not met in a given month due to extraneous circumstances outside of the Contractor's control, the Contractor may submit a written explanation of why funds should not be withheld for a performance measure during that month, subject to State approval.
 2. Measure 1: The Contractor shall be responsible for ensuring at least 99.5% of Contractor-administered tests are viable for laboratory analysis.
 - a) The determination of whether this condition is met will be made by the State.
 - (1) The State reserves the right to adjust these measures at any time.
 - (2) This performance measure does not include tests administered by DCS.
 3. Measure 2: 99.5% of samples for which the Contractor has direct responsibility will have valid chain-of-custody documentation that complies with DCS Policy and State and Federal law.
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.

4. Measure 3: The Contractor shall be responsible for conducting engagement activities to contact clients and serve 99.5% of clients summoned to complete randomized Contractor-administered drug tests within 7 days of the receipt of their name's random referral.
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.
5. Measure 4: 99.5% of courier services will be provided within 24 hours of request for pick up.
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.
6. Measure 5: 99.5% of referring agencies will be notified of negative test results within 24 hours of courier receipt of sample specimen, excluding non-business days (Saturdays, Sundays, and State holidays).
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.
7. Measure 6: 99.5% of referring agencies will be notified of positive test results within 72 hours of courier receipt of sample specimen, excluding non-business days (Saturdays, Sundays, and State holidays).
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.
8. Measure 7: 99.5% of "no show" alerts will be provided to referring worker within 24 hours of the client's failure to show.
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.
9. Measure 8: 99.5% of all specimens will be tested for drugs in accordance with DCS procedures.
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.

10. Measure 9: 99.5% of supplies will be provided to DCS offices upon 72 hours of request.
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.
11. Measure 10: Contractor shall maintain collection staffing levels according to the DCS approved staffing plan.
 - a) The determination of whether this condition is met will be made by the State.
 - b) The State reserves the right to adjust these measures at any time.

B. Corrective Action and Payment Withholds

1. It is the State's primary goal to ensure that the Contractor is accountable for delivering services as defined and agreed to in the Contract.
 - a) This includes, but is not limited to, performing all items described in the Scope of Work, completing all services in a timely manner as described in the Scope of Work, and performing to the satisfaction of the State.
 - b) Failure to perform in a satisfactory manner may result in corrective actions and withholds described below.
2. It is the intent of DCS to remedy any non-performance through specific remedies and a payment withholding protocol.
 - a) If the Contractor fails to meet requirements set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below.
 - b) The State will provide written notice of non-compliance to the Contractor within thirty (30) calendar days of the State's discovery of such non-compliance.

C. Corrective Actions

1. If the State determines that the Contractor is not performing to the satisfaction of the State, has not completed any deliverable in a satisfactory or timely manner, or upon written request by the State for any reason, the Contractor shall submit, within ten (10) business days of the occurrence or State request, a Corrective Action Plan (CAP).
2. The nature of the corrective action(s) will depend upon the nature, severity, and duration of the deficiency and repeated nature.
 - a) Severity shall be determined by the State, in its sole discretion.
3. At a minimum, the CAP shall address the causes of the deficiency, the impacts and the measures being taken and/or recommended to remedy the deficiency, and whether the solution is permanent or temporary.

- a) It must also include a schedule showing when the deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate

D. Payment Withholds

1. Beginning the month in which a CAP is required per the Corrective Action paragraph above, the State may withhold 10% of the following month's invoice and all subsequent billing until the CAP is implemented.
2. When the CAP is completed, and the proposed remedy is implemented, all monies withheld shall be returned to the Contractor within 30 days.
 - a) Should the CAP not be submitted as required, or should the remedy not be implemented within the timeframe specified by the CAP, the withheld monies may be forfeited.
3. The Contractor and the State shall schedule regular meetings to discuss Contractor's performance.
4. The Contractor is required to show satisfactory progress towards deliverables and otherwise provide information that can be used to show that performance is satisfactory.
 - a) Scheduling of review meetings shall be agreed upon mutually between Contractor and the State.

VI. Minimum Qualifications

- A. The contractor shall maintain a staffing plan that includes staffing levels for collection staff.
- B. The staffing plan is subject to DCS approval.
- C. The plan shall include the following elements:
 1. Trauma Informed Care (also see Section XIII Trauma Informed Care)
 - a) The Contractor shall train all staff responsible for collection in trauma-informed care.
 - b) This must include trauma-informed training around interaction with clients, collection of samples, and non-duplication efforts.
 - c) The Contractor shall follow SAMHSA's Guidance for Implementing a trauma-informed approach to develop a training plan for their staff involved in collection.
 - d) This training plan is subject to DCS approval.

2. Medical Review Officer (MRO) Services
 - a) The contractor shall provide Medical Review Officer services
 - (1) The MRO shall be a licensed physician with knowledge of substance abuse disorders.
 - (2) The MRO is responsible for reviewing laboratory results from drug tests.
 - (3) The MRO will determine any medical conditions that could potentially cause a drug test result.
 - (4) The Contractor shall provide a response to any question directed to the MRO within 24 hours.
 - (5) It is the State's expectation that the MRO position can be filled by one (1) full-time equivalent position.
3. Court Services
 - a) The Contractor may be requested to testify in court.
 - b) The Contractor shall provide testimony and/or court appearances, including hearings or appeals.
 - c) The Contractor will have an estimated 200 court appearances annually, 1,600 subpoenas to appear (meaning there was a request to testify but the Contractor was not required to travel to the court), and 3,600 requests for certified records.
 - d) The Contractor shall perform activities related to Court Services at no additional cost, even if estimates are exceeded.
 - e) A court appearance is defined as appearing for a court hearing after receiving a written request (email or subpoena) from DCS to appear in court.
4. Training for DCS Staff
 - a) The Contractor's services shall include training of individuals designated by DCS in the proper processes to administer oral fluid testing.
 - b) This training shall consist of written instructions, illustrations, videos, or live demonstrations of oral fluid collection.
 - (1) The Contractor's training model shall employ Train-the-Trainer methods to ensure training is available to all FCMs.
5. Toxicologist Certification
 - a) The contractor's laboratory shall employ a full-time Board-Certified Toxicologist

VII. Billing and Invoicing

- A. The State shall compensate the Contractor for drug testing supplies provided and services administered according to DCS guidelines.

1. The Contractor shall be compensated for providing supplies, collection services, and laboratory analysis for each test for which these services are provided.
 2. The Contractor shall also be compensated for providing supplies, collection services, and laboratory analysis for any drugs outside the panel that DCS may request.
- B. The Contractor shall not be compensated for handling rejected specimens or those otherwise unfit for testing.
- C. The Contractor shall submit a monthly invoice for all drug testing supplies provided and services administered during that month.
1. The Contractor may bill based on this invoice once they receive the State's written approval of acceptance of listed costs from the State.
- D. Interpretation, Translation, and Sign Language Services
1. The location of and cost of Interpretation, Translation, and Sign Language Services are the responsibility of the Service Provider.
 2. If the service is needed in the delivery of services referred, DCS will reimburse the Provider for the cost of the Interpretation, Translation, or Sign Language service at the actual cost of the service to the provider.
 3. The referral from DCS must include the request for Interpretation services and the agencies' invoice for this service must be provided when billing DCS for the service.
 4. Providers can use DCS contracted agencies and request that they be given the DCS contracted rate but this is not required.
 5. The Service Provider Agency is free to use an agency or persons of their choosing as long as the service is provided in an accurate and competent manner and billed at a fair market rate.
 6. If the agency utilizes their own staff to provide interpretation, they can only bill for the interpretation services. The agency cannot bill for performing two services at one time.
- E. Court
1. The provider of this service may be requested to testify in court.
 2. A Court Appearance is defined as appearing for a court hearing after receiving a written or email request or subpoena from DCS to appear in court, and can be billed per appearance.
 3. If the provider appeared in court two different days, they could bill for 2 court appearances.
 - a) *Maximum of 1 court appearance per day.*
 4. The Rate of the Court Appearance includes all cost associated with the court appearance, therefore additional costs associated with the appearance cannot be billed separately.
- F. Reports

1. If the services provided are not funded by DCS, the 'Reports' hourly rate will be paid
2. DCS will only pay for reports when DCS is not paying for these services
3. A referral for 'Reports' must be issued by DCS in order to bill
 - a) The provider will document the family's progress within the report

VIII. Medicaid

- A. For those families and children not eligible for Medicaid Rehabilitation Option, this service will be paid by DCS.
- B. For eligible families and children, some services may be provided through Medicaid Rehabilitation Option (MRO) with the remaining services paid by DCS.
- C. While the primary focus of these services is on the needs of the family, it is expected that some of these services will be deemed medically necessary to meet the behavioral healthcare needs of the MRO eligible client, and therefore may be billable to MRO.
- D. The service standard is not a Medicaid standard and includes services that are not billable to Medicaid.
- E. It is the responsibility of the contracted service provider to be knowledgeable about the Medicaid billing requirements and comply with them.
 1. Including Provider Qualifications
 2. Including Pre-Authorization
 3. Appropriately bill services in cases where they are Medicaid reimbursed
- F. Services not eligible for MRO may be billed to DCS
- G. Medicaid section is not included in all standards
 1. For those standards it is included, format should be changed from paragraph form to this outline form
 - a. Language is standard

IX. Case Record Documentation

- A. Case record documentation for service eligibility must include:
 1. A completed, and dated DCS/ Probation referral form authorizing services
- B. Laboratory Analysis
 1. The Contractor shall provide Gas Chromatography/Mass Spectrometry Confirmation (GC/MS) Testing or other federally approved testing methods which may include LC/MS or GC/MS (when the initial tests indicate a positive result).

2. The Contractor shall ensure integrity of each specimen tested and the respective test results.
 - a) Receiving, transfer, and handling of all specimens by laboratory personnel shall be fully documented using the proper chain-of-custody.
- C. Maintenance of Samples
1. All positive samples shall be frozen and maintained for 365 days by the Contractor's laboratory.
 - a) A retention time extension may be requested based upon need.
 2. All negative samples held by the Contractor's laboratory shall be retained for one week.
 - a) A retention time extension may be requested based upon need.
 - b) Confirmations shall be completed on negative samples if requested.
- D. Results Notification
1. The Contractor shall send the results of tests to an electronic database designated by DCS.
 - a) The information sent shall be sent securely and include a transmittal of data points by substance tested and a result form for each specimen collected.
 - b) The Contractor shall also provide results electronically through a private portal to treatment providers for substance abuse treatment services.
 2. The Contractor shall provide results notification through Cordant Sentry™, the Contractor's proprietary drug testing management system.
 - a) Sentry shall be integrated with DCS' Laboratory Information Management System (LIMS) to report drug test results in real-time to authorized users.
 - b) The Contractor shall gain approval from DCS for any changes in the results notification system.
 3. The Contractor shall notify DCS of negative test results within 24 hours of the test's receipt by the courier, excluding non-business days (Saturdays, Sundays, and State holidays).
 - a) The specified time frame is from delivery or pick up by the courier service to the time of notification.
 4. Positive test results shall be provided within 72 hours of the courier's receipt of the sample specimen, excluding non-business days (Saturdays, Sundays, and State holidays).

5. The Contractor shall notify the referring DCS office of no-shows to random tests within 24 hours of the client's failure to appear for testing.
 - a) A client's failure to show may result in an administrative discharge.
 - b) Any client who is administratively discharged must request a new referral from the referring worker to begin receiving services again.

E. Chain-of-Custody

1. The Contractor shall ensure chain-of-custody procedures are maintained and comply with DCS procedures and State and federal law.
 - a) Testing shall not be conducted on any specimen without a legal chain-of-custody.
 - b) The referring DCS office shall be notified of any specimen without a valid chain-of-custody.
 - c) The specimen without a valid chain-of-custody is to be destroyed following notification to the referring DCS office.
2. All specimens found to be adulterated or contaminated shall be treated as invalid.
 - a) Invalid specimens shall be maintained appropriately for a period of two (2) years.
 - b) Any results from a specimen that is considered adulterated or contaminated shall be reported in writing to the referring DCS office or through electronic submittal to the designated DCS database if the specimen has been rejected due to an invalid chain-of-custody or any other integrity problem.
 - c) The Contractor shall not be compensated for handling rejected specimens or those otherwise unfit for testing.

F. Data and Data Security

1. The Contractor shall ensure their data system interfaces with the DCS designated database using File Transfer Protocol (FTP).
2. The Contractor shall follow DCS specified minimum requirements for data security, including all necessary steps to ensure data storage and transfer follows Safety Assurance Factors for EHR Resilience (SAFER) guidelines and is compliant with Health Insurance Portability and Accountability Act (HIPAA).
3. The Contractor shall work with DCS to ensure their data system, when integrated into DCS's designated database, includes all records of past screens.
4. The Contractor shall follow DCS's standards for updating the database.
5. Information contained in the Contractor's database shall include the following elements of case record documentation:

- a) A completed and dated DCS/Probation referral form authorizing services.
- b) Chain of custody documentation.
- c) Any notes from collection staff.
- d) Documentation of notification of test results.
- e) Documentation of test results, including, if applicable, the minimum level necessary to detect the presence of each substance, and the level of substance detected.
- f) Documentation of clients referred for random testing who do not attend their drug testing date.
- g) Documentation of contact with the clients referred for random testing.

G. Reports

- 1. The Contractor shall provide monthly reports that include the total number of tests completed, the number of tests administered by medium (oral fluid, urine, hair follicle, or blood), substances detected through the testing process, overall percentage of screens that are positive and confirmation tests that are positive, number of clients referred for testing to the Contractor, and the number of individuals tested, including the location of the test collection (DCS office, Clinic location, in client's home).
- 2. The Contractor shall also complete additional reports through Cordant's Data Analytics, Billing System Reports, Statistical Reports from Laboratory Information Management System, and Reporting Capabilities of Cordant Sentry™.
- 3. Monthly reports shall also document tests that were not processed due to chain-of-custody issues and/or adulterated or contaminated invalid specimens.
- 4. The Contractor shall provide monthly reports of adherence to the performance measures described in Section 17.
- 5. The Contractor shall provide ad-hoc reporting, as requested, at no additional cost.

X. Service Access

- A. All services must be accessed and pre-approved through a referral form from the referring DCS staff.
- B. In the event a service provider receives verbal or email authorization to provide services from DCS/Probation an approved referral will still be required.
- C. Referrals are valid for a maximum of six (6) months unless otherwise specified by the DCS.
- D. Providers must initiate a re-authorization for services to continue beyond the approved period.

XI. Adherence to DCS Practice Model

- A. Services must be provided according to the Indiana Practice Model, providers will build trust-based relationships with families and partners by exhibiting empathy, professionalism, genuineness and respect.
- B. Providers will use the skills of engaging, teaming, assessing, planning and intervening to partner with families and the community to achieve better outcomes for children.

XII. Interpreter, Translation, and Sign Language Services

- A. All Services provided on behalf of the Department of Child Services must include Interpretation, Translation, or Sign Language for families who are non-English language speakers or who are hearing-impaired.
- B. Interpretation is done by an Interpreter who is fluent in English and the non-English language and is the spoken exchange from one language to another.
- C. Certification of the interpreter is not required; however, the interpreter should have passed a proficiency test in both the spoken and the written language in which they are interpreting.
- D. Interpreters can assist in translating a document for a non-English speaking client on an individual basis, (i.e., An interpreter may be able to explain what a document says to the non-English speaking client).
- E. Sign Language should be done in the language familiar to the family.
- F. These services must be provided by a non-family member of the client, be conducted with respect for the socio-cultural values, life style choices, and complex family interactions of the clients, and be delivered in a neutral-valued culturally-competent manner.
- G. The Interpreters are to be competent in both English and the non-English Language (and dialect) that is being requested and are to refrain from adding or deleting any of the information given or received during an interpretation session.
- H. No side comments or conversations between the Interpreters and the clients should occur.

XIII. Trauma Informed Care

- A. Provider must develop a core competency in Trauma Informed Care as defined by the National Center for Trauma Informed Care—SAMHSA (<http://www.samhsa.gov/nctic/>):
 - 1. Trauma-informed care is an approach to engaging people with histories of trauma that recognizes the presence of trauma symptoms and acknowledges the role that trauma has played in their lives.
 - 2. NCTIC facilitates the adoption of trauma-informed environments in the delivery of a broad range of services including mental health, substance

use, housing, vocational or employment support, domestic violence and victim assistance, and peer support. In all of these environments, NCTIC seeks to change the paradigm from one that asks, "What's wrong with you?" to one that asks, "What has happened to you?"

3. When a human service program takes the step to become trauma-informed, every part of its organization, management, and service delivery system is assessed and potentially modified to include a basic understanding of how trauma affects the life of an individual seeking services.
 4. Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization
- B. Trauma Specific Interventions: (modified from the SAMHSA definition)
1. The services will be delivered in such a way that the clients/families feel respected, informed, connected, and hopeful regarding their own future.
 2. The provider must demonstrate an understanding, through the services provided, of the interrelation between trauma and symptoms of trauma (e.g., substance abuse, eating disorders, depression, and anxiety)
 3. The provider will work in a collaborative way with child/family, extended family and friends, and other human services agencies in a manner that will empower child/family.

XIV. Training

- A. Service provider employees are required to complete general training competencies at various levels.
- B. Levels are labeled in Modules (I-IV), and requirements for each employee are based on the employee's level of work with DCS clients.
- C. Training requirements, documents, and resources are outlined at:
<http://www.in.gov/dcs/3493.htm>
 1. Review the **Resource Guide for Training Requirements** to understand Training Modules, expectations, and Agency responsibility.
 2. Review **Training Competencies, Curricula, and Resources** to learn more about the training topics.
 3. Review the **Training Requirement Checklist** and **Shadowing Checklist** for expectations within each module.

XV. Cultural and Religious Competence

- A. Provider must respect the culture of the children and families with which it provides services.
- B. All staff persons who come in contact with the family must be aware of and sensitive to the child's cultural, ethnic, and linguistic differences.
- C. All staff also must be aware of and sensitive to the sexual and/or gender orientation of the child, including lesbian, gay, bisexual, transgender or questioning children/youth.
 - 1. Services to youth who identify as LGBTQ must also be provided in accordance with the principles in the Indiana LGBTQ Practice Guidebook.
 - 2. Staff will use neutral language, facilitate a trust based environment for disclosure, and will maintain appropriate confidentiality for LGBTQ youth.
 - 3. The guidebook can be found at:
<http://www.in.gov/dcs/files/GuidebookforBestPracticeswithLGBTQYouth.pdf>
- D. Efforts must be made to employ or have access to staff and/or volunteers who are representative of the community served in order to minimize any barriers that may exist.
- E. Contractor must have a plan for developing and maintaining the cultural competence of their programs, including the recruitment, development, and training of staff, volunteers, and others as appropriate to the program or service type; treatment approaches and models; and the use of appropriate community resources and informal networks that support cultural connections.

XVI. Child Safety

- A. Services must be provided in accordance with the Principles of Child Welfare Services.
- B. All services (even individual services) are provided through the lens of child safety.
 - 1. As part of service provision, it is the responsibility of the service provider to understand the child safety concerns and protective factors that exist within the family.
 - 2. Continual assessment of child safety and communication with the Local DCS Office is required. It is the responsibility of the service provider to report any safety concerns, per state statute, IC 31-33-5-1.
- C. All service plans should include goals that address issues of child safety and the family's protective factors. The monthly reports must outline progress towards goals identified in the service plans.

