



STATE OF ARKANSAS
DEPARTMENT OF HUMAN SERVICES
OFFICE OF PROCUREMENT
700 Main Street
Little Rock, Arkansas 72201

RESPONSE PACKET
Intensive In-Home Services
710-19-1010

CAUTION TO VENDOR

Vendor's failure to submit required items and/or information as specified in the *Bid Solicitation Document* **shall** result in disqualification.



STATE OF ARKANSAS
 DEPARTMENT OF HUMAN SERVICES
 OFFICE OF PROCUREMENT
 700 Main Street
 Little Rock, Arkansas 72201

SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	Foundation: A Wellness Practice		
Address:	533 W. Washington Ave.		
City:	Jonesboro	State:	AR Zip Code: 72401
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American	<input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American <input checked="" type="checkbox"/> Women-Owned
AR Certification #:		* See Minority and Women-Owned Business Policy	
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Lauren Hannah	Title:	Co-owner
Phone:	870-229-0302	Alternate Phone:	870-273-3980 (cell)
Email:	lauren@yourfoundation.net		
CONFIRMATION OF REDACTED COPY			
<input checked="" type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.			
Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.			
ILLEGAL IMMIGRANT CONFIRMATION			
By signing and submitting a response to this Bid Solicitation, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.			
ISRAEL BOYCOTT RESTRICTION CONFIRMATION			
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.			
<input checked="" type="checkbox"/> Prospective Contractor does not and will not boycott Israel.			

An official authorized to bind the Prospective Contractor to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this Bid Solicitation will cause the Prospective Contractor's bid to be disqualified.

Authorized Signature: Lauren Hannah LCSW Title: Co-owner
Use Ink Only.

Printed/Typed Name: Lauren Hannah LCSW Date: 11/1/18

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory must be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's response to be disqualified.

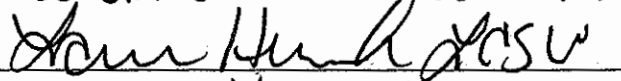
By signature below, vendor agrees to and shall fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

Vendor Name:	Foundation: All Wellness Practice	Date:	11/1/18
Authorized Signature:	<i>Lauren Hannah LCSW</i>	Title:	co-owner
Print/Type Name:	Lauren Hannah LCSW		

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory must be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements shall cause the vendor's response to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

Vendor Name:	Foundation: A Wellness Practice	Date:	11/1/18
Authorized Signature:		Title:	co-owner
Print/Type Name:	Lauren Hannah		

SECTIONS 3, 4, 5 - VENDOR AGREEMENT AND COMPLIANCE

- *Exceptions to Requirements shall cause the vendor's response to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

Vendor Name:	Foundation: A Wellness Practice	Date:	11/1/18
Authorized Signature:	<i>Lauren Hannah</i> (CSW)	Title:	Co-owner
Print/Type Name:	Lauren Hannah		

PROPOSED SUBCONTRACTORS FORM

- Do not include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.

INFORMATION FOR EVALUATION

Attached is the Minimum Qualification Checklist that your RESPONSE will be checked against. You must submit all information requested so the below information can be verified. Failure to submit the requested information may cause your response to be disqualified. **Do not complete and return this form with your response.** It is for information only.

Vendor must submit satisfactory documentation in response to the request below to be considered.

**REQUEST FOR QUALIFICATIONS
710-19-1010
INTENSIVE IN-HOME SERVICES**

MINIMUM QUALIFICATION CHECK LIST

Vendor:	Foundation: A Wellness Practice	
Reviewer:	Lauren Hannah	Date: 11/1/18

MINIMUM QUALIFICATIONS 2.2	YES	NO	COMMENTS
<p>A. Bidder's program must meet the standards for a "well-supported practice" as defined by the Family First Prevention Services Act.</p> <p>For verification purposes, bidder must submit documentation of bidder's inclusion on the Federal Clearinghouse's current register of well-supported practices.</p>			
<p>BA. Bidder or must have a minimum of two (2) years' experience in crisis intervention, individual, family, and/or group therapy. Bidder must also have additional experience providing counseling in home, school, community and office environments.</p> <p>For Verification purposes, Bidder must submit the following:</p> <ul style="list-style-type: none"> Copies of curricula vitae (CVs) or resumes for Vendor's key personnel detailing all experience relevant to the scope of work for this RFQ; Vendors who do not currently have the required positions may submit job descriptions in lieu of CV's or resumes. A narrative detailing Vendor's prior experience providing services similar to those specified in the scope of work, including without limitation the specific services provided and the contracting organization on behalf of which the services were provided; narrative should include phone numbers and e-mail addresses for previous employers and/or contract managers who can verify qualifying experience. 	✓		<p>See attached</p> <p>- Both owners of the company have 10+ years experience providing IFS and counseling services through the grant for Southern Counseling Services.</p>

**DIVISION OF CHILDREN AND FAMILY SERVICES (DCFS)
INTENSIVE IN-HOME SERVICES
AREAS/COUNTIES**

- Please check each county in which you are willing to provide the service.
- Do not include additional information if not pertinent to the itemized request.
- Please return with your response packet.

AREA 4

- Columbia
- Lafayette
- Little River
- Miller
- Ouachita
- Union

AREA 5

- Baxter
- Boone
- Marion
- Newton

AREA 7

- Bradley
- Cleveland
- Lincoln

AREA 8



- Fulton
- IZARD
- Lawrence
- Mississippi
- Randolph
- Sharp

Area 9

- Cleburne
- Crittenden
- Gross
- Independence
- Jackson
- Poinsett
- Stone
- White
- Woodruff

Area 10

- Arkansas
- Ashley
- Chicot
- Desha
- Drew
- Lee
- Monroe
- Phillips
- St. Francis

<p>GB. Bidder's key personnel must possess, at minimum, a bachelors' degree; however, masters' degrees are preferred. Qualifying degrees need not be in social work.</p> <p>For verification purposes, Vendor must provide the following with its RFQ submission for all key personnel proposed to meet the requirements specified in this RFQ: documentation including without limitation copies of diplomas or transcripts verifying, at minimum, attainment of a bachelor's degree in any discipline.</p>			<p>All providers are LCSW</p> <p>See attached</p>
<p>DC The Bidder must certify that the Bidder has not received any sanctions or corrective actions by a state or Federal government within the last ten (10) years. Bidder's signature on Section 2: Vendor Agreement and Compliance in the attached response packet shall serve as certification under this requirement. However, failure to certify may not disqualify a bidder's submission if Bidder declares such failure in Section 2: Vendor Agreement and Compliance and provides additional detailed documentation of each sanction and any corresponding corrective action received from a state or Federal government within the last ten (10) years. Documentation must include status of all corrective actions within the last ten (10) years, including corrective actions completed to the satisfaction of the issuing government agency.</p>			<p>No Sanctions</p>

Passed _____

Failed _____

EXECUTIVE ORDER E0-98-04
EXECUTIVE ORDER DISCLOSURE FORM

NAME: Foundation: A Wellness Practice
 ADDRESS: 533 W. Washington Ave Jonesboro AR 72404 *Craigheul*
Street City State/Zip County
 CONTRACT NO: 71019-1010 FEDERAL NO: 82-42355 22
 CONTRACT EFFECTIVE DATE: 1/1/2019

B. DISCLOSURE REQUIREMENTS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, employment, or grant with any state agency, that any individual desiring to contract with, be employed by, or receive grant benefits from, any state agency shall disclose whether that person is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. Agencies shall require that any non-individual entity desiring to contract with, or receive grant benefits from, any state agency shall disclose (1.) any position of control, or (2.) any ownership interests of 10% or greater, that is held by a current or former member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

As a condition for obtaining funding through a contract, lease, purchase agreement, or a grant with the Department of Health and Human Services, the following information must be disclosed:

Individual contractor indicate below if you are:

	Current	Former	Term(s) of service
1. A member of the general assembly	Yes/ <input checked="" type="radio"/> No (circle one)	Yes/ <input checked="" type="radio"/> No (circle one)	
2. A constitutional officer	Yes/ <input checked="" type="radio"/> No (circle one)	Yes/ <input checked="" type="radio"/> No (circle one)	
3. A state employee	Yes/ <input checked="" type="radio"/> No (circle one)	Yes/ <input checked="" type="radio"/> No (circle one)	
4. Serving as a commission or board member	Yes/ <input checked="" type="radio"/> No (circle one)	Yes/ <input checked="" type="radio"/> No (circle one)	

Individual contractor indicate below if you are a spouse or immediate family member of an individual that is;

	Current	Former	Term(s) of service	Relative's name and relationship
1. A member of the general assembly	Yes/ <input checked="" type="radio"/> No (circle one)	Yes/ <input checked="" type="radio"/> No (circle one)		
2. A constitutional officer	Yes/ <input checked="" type="radio"/> No (circle one)	Yes/ <input checked="" type="radio"/> No (circle one)		
3. A state employee	Yes/ <input checked="" type="radio"/> No (circle one)	Yes/ <input checked="" type="radio"/> No (circle one)		
4. Serving as a commission or board member	Yes/ <input checked="" type="radio"/> No (circle one)	Yes/ <input checked="" type="radio"/> No (circle one)		

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is:

	Current	Former	Relative's name & Term(s) of Service	Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Non-individual entity list any individual who holds a position of control or ownership interest of 10% of greater in the entity if the individual is a spouse or immediate family member of:

	Current	Former	Term(s) of service	Relative's name & Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Failure of any person or entity to disclose under any term of Executive Order 98-04 shall be considered a material breach of the terms of the contract.


Signature

11/1/18
Date

CO-owner Foundation: A Wellness Practice
Title

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

NAME: _____

ADDRESS: _____
Street City State/Zip County

PHONE: _____ FAX: _____

CONTRACT: _____

CONTRACT EFFECTIVE DATE: None

DISCLOSURE OF SUBCONTRACTORS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, or grant with any state agency, that any individual or entity desiring to contract with any state agency shall require that any subcontractor, sub-lessor, or other assignee (hereafter "Third Party"), shall disclose whether such Third Party is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence, or if any of the persons described in this sentence hold any position of control or any ownership interest of 10% or greater in the Third Party, and shall report any such disclosure by the Third Party to the agency. The disclosure requirements of this paragraph shall apply during the entire term of the contract, lease, purchase agreement, or grant, without regard to whether the subcontract, sublease, or other assignment is entered into prior or subsequent to the contract date.

Third Party shall indicate below if he/she is:

	Current	Former	Term(s) of Service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Third Party shall indicate below if he/she is a spouse or immediate family member of an individual that is

	Current	Former	Term(s) of service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Agencies shall require, as a further condition of obtaining or renewing any contract or agreement with any state agency, that the individual or entity desiring to contract shall incorporate into any agreement with a Third Party, previously defined, the below stated language, and any other necessary language as provided by rules and regulations promulgated to enforce Executive Order 98-04, which provides that failure of the Third Party to disclose the identity of any person or entity described previously shall be considered a material breach of the agreement.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

N/A

Signature of Third Party

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT



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Equal Employment Opportunity Policy: Detailed Effective June 1, 2018

Objective

Foundation: A Wellness Practice is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. Foundation: A Wellness Practice prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, age, national origin, disability status, protected veteran status, or any other characteristic protected by law. Foundation: A Wellness Practice conforms to the spirit as well as to the letter of all applicable laws and regulations.

Scope

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between Foundation: A Wellness Practice and its employees, including:

Recruitment.

Employment.

Promotion.

Transfer.

Training.

Working conditions.

Wages and salary administration.

Employee benefits and application of policies.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with [Company Name].

Dissemination and Implementation of Policy

The officers of Foundation: A Wellness Practice will be responsible for the dissemination of this policy. Directors, managers and supervisors are responsible for implementing equal employment practices within each department. The HR department is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

Procedures

Foundation: A Wellness Practice administers our EEO policy fairly and consistently by:

Posting all required notices regarding employee rights under EEO laws in areas highly visible to



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employees.

Advertising for job openings with the statement "We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, or any other characteristic protected by law."

Posting all required job openings with the appropriate state agencies.

Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.

Requires employees to report to a member of management, an HR representative or the general counsel any apparent discrimination or harassment. The report should be made within 48 hours of the incident.

Promptly notifies the general counsel of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

Harassment

Harassment is a form of unlawful discrimination and violates Foundation: A Wellness Practice policy. Prohibited sexual harassment, for example, is defined as unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:

Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals.

Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment also includes unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:

Enduring the offensive conduct becomes a condition of continued employment, or

The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Foundation: A Wellness Practice encourages employees to report all incidents of harassment to a member of management or the HR department. Foundation: A Wellness Practice conducts harassment prevention training for all employees, and maintains and enforces a separate policy on harassment prevention, complaint procedures and penalties for violations. Foundation: A Wellness Practice investigates all complaints of harassment promptly and fairly, and, when appropriate, takes immediate corrective action to stop the harassment and prevent it from recurring.

Remedies

Violations of this policy, regardless of whether an actual law has been violated, will not be



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tolerated. Foundation: A Wellness Practice will promptly, thoroughly and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.



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Foundation: A Wellness Practice (FAWP) is 100% women owned business. Lauren Hannah and Vicki White, the owners, are both Licensed Certified Social Workers in the state of Arkansas and have provided Intensive Family Services (IFS) for many years. Vicki began providing IFS therapy services through Southern Counseling Services (SCS) in 2008 and Lauren began providing case management with SCS in 2009 then in 2012 when she earned her MSW and began working as a therapist; both women still provide IFS services as independent contractors for SCS. In addition to the IFS contract Vicki and Lauren have also worked on the DCFS Counseling contract and completed SAFE home studies through that contract as well. They have worked in the following counties: Mississippi, Lawrence, Randolph, Sharp, Izard, Fulton, Crittenden, Craighead, Cross, Independence, Jackson, White and Poinsett over the years they have been contracted with SCS. Lauren and Vicki have built professional relationships with caseworkers and supervisors in the above counties.

Vicki White has also been employed with Mid-south Health Systems (MSHS) as a clinic coordinator from 2014 to 2018 and managed services provided through DCFS counseling grant in Mississippi County. She has been a part of the Multi-disciplinary team which is a community committee that discusses DCFS hotline calls for the county. State investigators, police officers, therapists and community representatives attend.

Bill Rubin has directed the IFS, counseling and home study contracts for many years and has decided to retire so he suggested (FAWP) apply for the contract due to the extensive training and experience the owners have in this area. He can be reached by phone at 901-277-2851 or by email at bill.rubinscs@comcast.net and can verify experience for both owners.

Heather Parsons is the Clinical Director of MSHS and Sherri Harp is the Director of Human Resources at MSHS. Either can verify Vicki's experience and can be reached at 870-972-4000 or by email at sharp@mshs.orh or hparsons@mshs.org





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Job Description for Contractors completing IFS Services with the DCFS contract through FAWP:

Must hold a master's degree from an accredited institution and be licensed in the state of Arkansas as a LMSW, LCSW, LAC, LPC or LPE.

The goal of the program is to safely reduce the number of children in care by providing intensive, long-term, trauma-informed in-home services aimed at reducing child abuse/neglect, improving family functioning, enhancing parenting skills, addressing mental health and substance abuse issues, reducing child behavior problems, and empowering families to solve future problems independently through use of formal and informal concrete supports.

The contractor must work independently, be willing/able to travel and provide services in the home. Must be flexible so they can accommodate client needs.

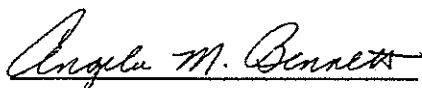


To all whom it may concern
Greeting:

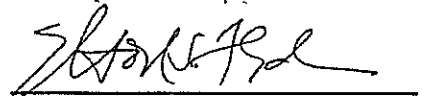
Be it known that the Curators, having been advised by the Faculty that
Vicki Lanell White
has completed the Course of Study required of candidates for the degree of
Master of Social Work

and is qualified to receive the same, do confer said degree
with all the honors and privileges appertaining thereto.
In testimony whereof the signatures of the proper officials and the
seal of the University are affixed.

Done at the University in the City of Columbia, State of Missouri,
this fifteenth day of December in the year two thousand and six.

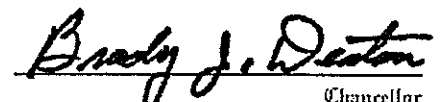


President of the Board of Curators

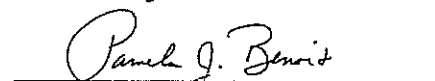


President of the University





Chancellor



Vice Probst for Advanced Studies and
Dean of the Graduate School

Arkansas State University

Upon the recommendation of the Faculty and by virtue of
the authority vested in the Board of Trustees

confers upon

Maureen Elizabeth White

the degree of

Master of Social Work

Social Work

all the rights and privileges therunto appertaining.

Issued at Jonesboro, Arkansas on this

Twelfth Day of May, Two Thousand-twelve

Paul R. Plaster
Chair of the Board of Trustees

Charles L. ...

President



John ...
Chancellor

S. ...

Executive Vice Chancellor and Provost

Vicki White
4569 State Hwy NN
Gobler, MO 63849
Email: vicki@yourfoundation.net
573-344-0976

Work History

September, 2014 – Present, Clinic Coordinator
Mid-South Health Systems

Responsibilities: Oversee the day to day clinical operations of local Community Mental Health Agency in Mississippi County, Arkansas. Clinic provides mental health services to SMI adults and SED children in addition to substance abuse treatment. Supervises over 20 employees throughout the various programs offered in this clinic.

March 2008 – Present In-Home Therapist/Home Study Evaluator
Southern Counseling

Responsibilities: Provide In-Home Individual and family counseling to DCFS clients who are court-ordered to receive counseling as a requirement of their DCFS case plan. Conduct and prepare Home Studies as requested by DCFS for the potential placement of children through the foster care system.

January 2007-Current, Mental Health Therapist
Mid-South Health Systems

Responsibilities: Provide individual, family, and group therapy primarily to children through school-based treatment. Completes diagnostic assessments of incoming clients and develops treatment plans tied to these assessments along with modifications of treatment plans as needed. Provides emergency screenings of clients in crisis and facilitates placement if more intensive services are needed.

January 2006–January 2007, Social Service Worker
Missouri Children's Division

Responsibilities: Provided case management for children and their families in the foster care system. Prepared court documents and written service agreements to facilitate either the return of children to their parents or for the preparation of other permanent placements for them.

June 2005–August 2005, Counselor Internship
First Steps Behavioral Health Unit
Twin Rivers Regional Medical Center

Responsibilities: Conducted psycho-social assessments for admitting patients, individual sessions with patients and family therapy with patients and their families. Facilitated process groups both with adults as well as adolescents.

March 2000– September 2003, Social Worker/Supervisor
VNA Care Network, Inc.

Responsibilities: Supervised Family Health Advocates in the Healthy Families/ First Steps Program. This program worked directly with young parents in a home visiting situation.

**July 1998– March 2000, Family Health Advocate
VNA Care Network, Inc.**

Responsibilities: Worked directly with young parents to educate around parenting skills and advocate for them in a variety of community settings.

**March 1997– July 1998, House Manager/ Case Manger
Turning Point, Inc.**

Responsibilities: To oversee the day to day operations of the Safe Recovery Program, a shelter that houses women recovering from alcohol/drug abuse as well as domestic violence.

**May 1992– June 1994, Vocational Coordinator
Community Health & Alternative Opportunities Services, Inc.**

Responsibilities: To oversee the educational component of the L.I.T.E. Program, a vocational rehabilitation program helping mental health clients to find a more suitable occupation.

Education

December 2006, MSW, University of Missouri, 4.0 GPA

May 1991, BSW, University of Tennessee at Martin, Cum Laude

Awards and Memberships

Member of Phi Kappa Phi Honor Society

Member of the National Dean's List

Member of Phi Alpha Honor Society

Licenses and Certifications

LCSW - Licensed Certified Social Worker, State of Arkansas

LCSW – Licensed Clinic Social Worker, State of Missouri

Rational Living Therapy –Level One, certification

Trauma Focused Cognitive Behavior Therapy (TF-CBT) –Certification

EMDR Level II Trained

Gottman Trained

Lauren Hannah LCSW

4116 Cathedral Cove Jonesboro, AR 72404 | 870-273-3980 | laurenhannah12@yahoo.com3980 | 6677-C

Education

DSW CANDIDATE | EXPECTED 2019 | UNIVERSITY OF TENNESSEE

- Doctorate of Social Work in Clinical Practice and Leadership (DSW)

MSW | MAY 2012 | ARKANSAS STATE UNIVERSITY

- Masters of Social Work (MSW)

BSW | MAY 2008 | ARKANSAS STATE UNIVERSITY

- Bachelor of Social Work (BSW)

Professional Experience

CO-OWNER | FOUNDATION: A WELLNESS PRACTICE | JUNE 2018-PRESENT

- Private practice offering specialty mental health services using a holistic approach focusing on total health and wellness.

LCSW | SOUTHERN COUNSELING SERVICES | DECEMBER 2009-PRESENT

- Provide Intensive Family Services to families who have lost their or at risk of losing their children. Counseling services for individuals, couple and families with an open DCFS case. Complete home-studies for potential foster parents or kinship care through a grant with Department of Children and Family Services.
- From 2009-2012 all work was Bachelor level: Home-study follow-up visits, case management work with families involved with Intensive Family Services—parenting classes, behavior modification and life skills training

MENTAL HEALTH THERAPIST | MID-SOUTH HEALTH SYSTEMS | JUNE 2012-JUNE 2016, AUGUST 2016-JUNE 2018

- 2012-2014: Therapist at a day treatment program for persons living with a chronic mental illness. Duties included: providing both individual and group therapy daily voluntary and court-ordered clients. Group therapy at the locked, transitional unit for forensic clients.
- 2014-2016: Adult outpatient therapist providing individual, couples and family mental health therapy to clients ages 18 and above. Provided substance abuse counseling to clients involved with the court system or the Department of Children and Family Services ages 18 and above
- August 2016-June 2018: began contract work on a part-time basis completing individual diagnostic assessments in an outpatient setting with clients of all ages.

CASE MANAGER | FAMILIES INC | JUNE 2009-JANUARY 2012

- Worked with clients of all ages teaching healthy life skills, positive activities of daily living, reinforcing therapy objectives, behavior modification, gathering collateral information for ongoing assessment

CASE MANAGER | LIFE STRATEGIES | JUNE 2008-JUNE 2009

- Worked with victims of sexual abuses from ages 4 to 9; assisted in group therapy, taught good touch vs. bad. Touch, monitored supervises visits with offenders.

Speaking Engagements

ARKANSAS STATE UNIVERSITY'S ANNUAL SOCIAL WORK CONFERENCE SPEAKER MARCH 2015

- FURY. GRIT. STRATEGY: An informative and motivational presentation on the importance of linking policy to direct practice in social work. Specifically addressing the need for revised mental health laws in the state in order to provide better treatment.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES ANNUAL CASE WORKER TRAINING JULY 2015

- Training on self-care and importance of passion while avoiding burnout while working within such a grueling system

NASW ARKANSAS ANNUAL CONFERENCE APRIL 2016

- The Ugly Truth: a training on social work advocacy.

CASA LUNCH AND LEARN JANUARY 2018

- Holistic Living

CASA CONFERENCE MAY 2018

- Setting Healthy Boundaries

Awards

2015 NASW ARKANSAS SOCIAL WORKER OF THE YEAR

2015 NASW NORTHEAST ARKANSAS SOCIAL WORKER OF THE YEAR

ATTACHMENT C

STATE OF ARKANSAS PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #	DCFS-18-1004	FEDERAL I.D. #	82-4235522
VENDOR #	First Time Vendor	MINORITY VENDOR	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

1. PROCUREMENT:

Check ONE appropriate box below for the method of procurement for this contract:

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> ABA Criteria | <input type="checkbox"/> Request for Proposal | <input type="checkbox"/> Competitive Bid | <input checked="" type="checkbox"/> Request for Qualifications |
| <input type="checkbox"/> Intergovernmental | <input type="checkbox"/> Emergency | <input type="checkbox"/> Invitation for Bid | <input type="checkbox"/> Cooperative Contract |
| <input type="checkbox"/> Sole Source by Justification (Justification must be attached) | | <input type="checkbox"/> Sole Source by Intent to Award | |
| <input type="checkbox"/> Sole Source by Law - Act # _____ | | or Statute #: _____ | |
| <input type="checkbox"/> Exempt By Law | | | |

2. TERM DATES:

The term of this agreement shall begin on 1/1/2019 and shall end on 12/31/2025.
(mm/dd/yyyy) (mm/dd/yyyy)

3. CONTRACTING PARTIES:

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Vendor.

AGENCY NUMBER & NAME	0710-DHS	Service Bureau
VENDOR NAME	Foundation: A Wellness Practice, LLC	
VENDOR ADDRESS	533 W. Washington Ave. Jonesboro, AR 72401	
TRACKING # 1	TRACKING # 2	

4A. PROJECTED TOTAL CONTRACT COST:

Projected total cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 13) \$0.00

4B. CALCULATIONS OF COMPENSATION

For work to be accomplished under this agreement, the Vendor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL
			\$ 0.00
			\$ 0.00
			\$ 0.00

Total compensation exclusive of expense reimbursement \$ 0.00

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL
		\$ 0.00
		\$ 0.00
		\$ 0.00

Total reimbursable expenses \$0.00

Total compensation inclusive of expense reimbursement \$0.00

5. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract. You may use an attachment if needed.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Federal Funds					
State Funds**					
Cash Funds					
Trust Funds					
Other Funds					
TOTALS				\$0.00	0.0

* **MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

6. RENDERING OF COMPENSATION:

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. ___ to this agreement.

Payment shall be made after services are rendered and an invoice received.

7. OBJECTIVES AND SCOPE:

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

The goal of the program is to safely reduce the number of children in care by providing intensive, long-term, trauma-informed in-home services aimed at reducing child abuse/neglect, improving family functioning, enhancing parenting skills, addressing mental health concerns, reducing problems and empowering families to solve future problems.

8. PERFORMANCE STANDARDS:

List Performance standards for the term of the contract. (If necessary, use attachments)

See Attachment

9. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

Attachment 1 - Performance Standards

10. CERTIFICATION OF VENDOR

A. "I, Foundation: A Wellness Practice CO-owner
 (Vendor) Lauren Hannah (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the Vendor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")

None

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")

None

D. The Vendor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Vendor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Vendor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP
Lauren Hannah LCSW	Self, co-owner
Vicki White LCSW	co-owner

E. The agency shall exercise no managerial responsibilities over the Vendor or his employees. In carrying out This contract, it is expressly agreed that there is no employment relationship between the contracting parties.

11. **DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:**

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

12. **CANCELLATION CLAUSES**

A. **NON-APPROPRIATION CLAUSE PURSUANT TO §19-11-1012(11):**

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Vendor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes."

"This provision shall not be construed to abridge any other right of termination the agency may have."

B. **CONVENIENCE CLAUSE:**

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

13. **TERMS**

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until 12/31/2025 (mm/dd/yyyy), in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Contracts will require review by Legislative Council or Joint Budget Committee prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date if the total initial contract amount or the total projected amount is greater than or equal to \$50,000, including any amendments or possible extensions.

Any amendment which increases the dollar amount or involves major changes in the objectives and scope of the contract will require review by Legislative Council or Joint Budget Committee.

14. **AUTHORITY**

A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.

B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

15. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Lauren Hannah (Name) Co-owner, LCSW (Title)

870-273-3980 (cell) (Telephone #) lauren@your-foundation.net (Email)

870-229-0302 (office)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

Vicki White (Name) Co-owner, LCSW (Title)

870-229-0302 (office) (Telephone #) vicki@your-foundation.net (Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

Addison Myren (Name) Administrative Assistant (Title)

870-897-2659 (cell) (Telephone #) info@your-foundation.net (Email)

16. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

17. SIGNATURES:

[Signature] 11/1/18
VENDOR DATE

AGENCY DIRECTOR DATE

Co-owner
TITLE

TITLE
Arkansas Department of Human Services

533 W. Washington Ave
Jonesboro, AR 72401
ADDRESS

PO Box 1437 Slot
Little Rock, AR 72203-1437
ADDRESS

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

ARKANSAS DEPARTMENT OF HUMAN SERVICES

PERFORMANCE BASED CONTRACTING

Intensive In-Home Service Providers

Pursuant to Ark. Code Ann. §19-11-1010 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the Division/Office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria	Acceptable Performance	Results of Insufficient Performance
(A) Education/Training/Other Minimum Qualifications		
<p>A1. Contractor must be a corporation, professional association or a limited liability corporation.</p>	<p>Contractor must maintain its status as a corporation, professional association or limited liability corporation one hundred percent (100%) of the time throughout the contracted term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by Division of Children and Family Services (DCFS) to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>A2. All Family Intervention Specialists (FIS) shall have either:</p> <ul style="list-style-type: none"> • A Master's degree in social work, counseling, psychology or a related field as determined by DHS (Preferred); OR • A Bachelor's degree in social work, counseling, psychology or a related field as determined by DHS and at least one-year experience working with children and families. 	<p>Contractor shall maintain documentation verifying compliance with minimum education and professional experience requirements one hundred percent (100%) of the time throughout the contracted term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-</p>

<p>Note: Contractor must provide FIS with master's degrees to deliver certain evidence-based practices. All staff will have regular clinical consultation from a licensed consultant.</p> <p>*All services for any given family must be provided by a single Family Intervention Specialist.</p>		<p>compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>A3. All Clinical Supervisors shall have either</p> <ul style="list-style-type: none"> • A Master's degree in social work, counseling, psychology or a related field as determined by DHS with a minimum of one (1) year experience delivering an evidence-based practice. children and families (preferred); OR • A Bachelor's degree in social work, counseling, psychology or a related field as determined by DHS with a minimum of one (1) year relevant experience delivering an evidence-based practice accepted. 	<p>Contractor shall maintain documentation verifying compliance with minimum education and professional experience requirements one hundred percent (100%) of the time throughout the contracted term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within ten (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>A4. All Clinical Consultants must meet the following minimum qualifications:</p> <ul style="list-style-type: none"> • Licensure in mental health field required including without limitation: Licensed Clinical Social worker (LCSW), Licenses 	<p>Contractor shall maintain documentation verifying compliance with minimum education and professional experience requirements one hundred percent (100%) of the time throughout the contracted term.</p> <p>Submission of a monthly</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p>

<p>Professional Counselor (LPC), Licensed Associate Counselor (LAC), etc.</p> <ul style="list-style-type: none"> • Two(2) years' experience delivering evidence-based practices; and • And experience with oversight of a clinical model with evidence-based practices is required. 	<p>certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>A5. All Contractors and their Intensive In-Home Services providers shall complete an Arkansas State Police Criminal Background Check, Arkansas Child Maltreatment Central Registry Check, and as applicable a FBI and Central Registry checks of other states they have lived in. Contractor shall obtain criminal history records checks on employees consistent with the requirements in Ark. Code Ann. §21-15-101 imposed on employees of state agencies in designated positions.</p>	<p>Contractor shall maintain results of all required background checks for all direct service providers under this contract one hundred percent (100%) of the time throughout the contracted term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>A6. Contractor shall submit to DCFS for DCFS approval a training and education plan, including an implementation timeline, for all direct service</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p>

<p>staff by December 1, 2019.</p> <p>The training plan must cover topics including without limitation developing cultural competency and addressing unconscious bias and providing a trauma-informed practice.</p>	<p>Contractor shall implement its training and education plan as approved by DCFS one hundred percent (100%) of the time throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>A7. The Contractor shall notify DCFS of any changes in personnel impacting the contracted services and provide documentation to DCFS of new providers which sets forth their qualifications prior to the delivery of services. This notification will be included in the monthly report (see item E5).</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>A8. Contractor shall notify DCFS of any changes in its business ownership or corporate structure.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient</p>

	<p>be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>A.9. Contractor's program must meet the standard for a "well supported practice" as defined by the Family First Prevention Services Act by October 1, 2019.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Contractor must submit to DCFS documentation verifying Vendor's inclusion on the Federal Clearinghouse's most current register of well-supported practices on or before October 1, 2019.</p>	<p>Less than one hundred percent (100%) compliance may result in financial penalties up to and including contract cancellation.</p>
<p>(B) Delivery of Services</p>		
<p>B1. The Contractor shall accept referrals for the purposes of diversion from care and reunification where at least one child is between the ages of zero (0) and seventeen (17), and with a viable/identified family or permanent caregiver option.</p> <p>Diversion (Imminent risk of removal) referrals shall include</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p>

<p>the following without limitation:</p> <ol style="list-style-type: none"> 1. Serious family conflict due to abuse and/or neglect. 2. Families with problems regarding caregivers and overall family support systems (ex. – Caregiver who is trying to relinquish custody of child to DCFS due to inability to control child’s behavior, etc.) 3. Mental Health Issues. 4. Serious behaviors including substance abuse, defiance, running away, truancy. 5. Juvenile Justice Involvement including unruly/delinquent. 6. Youth displaying problem sexual behaviors. 7. Youth in adoptive placements in danger of disruption. 8. Families impacted by trauma. <p>Reunification (can be referred as early as day of removal) referrals shall include the following without limitation:</p> <ol style="list-style-type: none"> 1. Families with problems regarding caregivers and overall family support systems, for whom intensive services are needed to achieve the goal of reunification. 2. Youth returning home from 	<p>must document acceptable contractor performance.</p>	<p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month’s invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
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<p>residential placement (bypassing step-down programs).</p> <p>3. Youth displaying sexual behaviors.</p> <p>The Contractor shall not provide services under the following circumstances without limitation:</p> <ol style="list-style-type: none"> 1. If child is actively suicidal, homicidal, or psychotic without medication stabilization; however, if appropriate can accept to start work with family while child is getting stabilized and finishing treatment. 2. If youth has no identified permanent placement option. 		
<p>B2. The Contractor shall accept all DCFS referrals that meet referral criteria allowable within the limitations of the contract budget and within the Intensive In-Home services limitations of no more than five (5) cases per Family Intervention Specialist.</p> <p>Contractor shall accept referrals outside of their primary contracted area contingent on their availability of staff and contract funding.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including</p>

		addition to other financial penalties up to and including contract cancellation.
B5. The Contractor shall ensure that non-emergency referrals have an admission session within forty-eight (48) hours.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Ninety-five percent (95%) of families with emergency referrals will be seen within twenty-four (24) hours.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
B6. The contractor shall be available to the family twenty-four (24) hours a day, seven (7) days a week, by phone or in person.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a</p>

<p>B3. The Contractor shall keep a referral log that documents all referrals as well as the reason for any refused referrals.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p> <p>Contractor shall provide referral log for DCFS inspection within twenty-four (24) hours of request by DCFS.</p>	<p>contract cancellation.</p> <p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>B4. The Contractor shall execute interventions for emergency referrals within twenty-four (24) hours of referral.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Ninety-five percent (95%) of families with emergency referrals must be seen within twenty-four (24) hours of referral.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in</p>

		3 rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
<p>B9. Contractor shall ensure all FISs receive supervision through consultation, team supervision, and individual supervision.</p> <ol style="list-style-type: none"> 1. FIS shall meet individually with their supervisor to problem solve barriers as they arise and plan for professional development. 2. As part of team supervision, the FIS shall review all cases with their supervisor and licensed consultant, as well as other specialists to get feedback on interventions and case conceptualization. 3. As deemed necessary by Contractor, some evidence based practices, including without limitation Trauma Focused, Cognitive Behavioral Therapy (TF-CBT), shall also require additional consultation. 	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Individual Supervision and team supervision must be provided on a weekly basis. Documentation of dates and times of supervision shall be submitted to DCFS upon request.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>B10. Each FIS shall provide services to no more than five (5) families concurrently. Contractor shall determine appropriate caseloads by considering the safety needs of each family's children, the needs of each family, and the intensity of present interventions.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within ten (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted</p>

		below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
B7. Intensive In-Home Services Supervisors shall support teams of four (4) to five (5) FISs. The FIS team under any one supervisor shall be assigned no more than a total of twenty (20) cases at any given time.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
B8. Intensive In-Home Services shall have a Licensed Clinical Consultant who supports no more than eight (8) teams. The licensed clinical consultant shall be ultimately accountable for guiding treatment.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p>

	<p>must document acceptable contractor performance.</p>	<p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>B13. The FIS shall conduct family and individual sessions as needed in their own homes and other settings at times convenient for the family.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>B14. The initial authorization for services shall be for six (6) months. Requests for extensions of Intensive In-Home Services must be submitted in writing to the DCFS In-Home Program Manager. The Contractor shall maintain the written approval received from</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10)</p>

		<p>from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>B11. The FIS shall provide Intensive In-Home services in Diversion cases for an expected four to six (4-6) months with face to face contact an average of three (3) times per week and decreased as determined by the IFS, the IFS supervisor and clinical consultant.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>B12. The FIS shall provide Intensive In-Home services in Reunification cases for an expected six to nine (6-9) months, with face to face contact an average of three (3) times per week and decreased as indicated.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p>

<p>the DCFS In-Home Program Manager in the client case record.</p>	<p>performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>B15. The Contractor shall provide a backup FISs to provide Intensive In-Home Services to families when the assigned FIS is absent so that services are not interrupted.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>B16. The Contractor shall ensure that all Intensive In-Home Services cases are closed within thirty (30) days of DCFS case closure.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action</p>

	Submission of a monthly certification of compliance with performance indicators by the tenth (10 th) day of the month must document acceptable contractor performance.	<p>plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
(C) Program Services		
C1. The FIS shall provide a range of services unique to the needs of each family and that promote the achievement of safety, permanency, and well-being for their children. These shall include without limitation evidence-based and trauma-informed in-home services. When providing evidence-based programs the Contractor shall comply with the fidelity requirements of the evidence-based model in use.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
C2. The FIS shall conduct initial and ongoing assessments that are strengths-based and	One hundred percent (100%) compliance with all service criteria and standards for	Less than one hundred percent (100%) compliance will result in the contractor being contacted

<p>individualized to be incorporated into treatment plans. The assessments shall include family gaps related to basic needs such as housing, employment, transportation, food and healthcare. The FIS shall implement a number of interventions to ensure those gaps are filled while helping the family also plan for long term sustainability. FIS shall provide youth and families with necessary transportation and help them plan for long term transportation needs.</p>	<p>acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>C3. The FIS shall include the family in individualized treatment plans that are updated throughout the case to reflect the goals of the family and child and will focus on empowerment and increasing parent accountability.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term. Contractor must maintain treatment plans in client files and provide all treatment plans for DCFS inspection within twenty-four (24) hours of DCFS request.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>C4. The goals and interventions</p>	<p>One hundred percent (100%)</p>	<p>Less than one hundred percent</p>

<p>included by the Contractor as part of each treatment plan shall include support with educational and employment/career goals.</p>	<p>compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Contractor must maintain treatment plans in client files and provide all treatment plans for DCFS inspection within twenty-four (24) hours of DCFS request.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>(100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>CS. The FIS shall assist family members with access to psychiatric services and medication management as needed.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including</p>

<p>C6. The FIS shall help families develop a social support network in the natural environment from extended family members, schools, neighborhood, church, etc.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>contract cancellation.</p> <p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>C7. The FIS shall deliver interventions designed to develop skills in both parents and children to problem solve in difficult situations, including without limitation school communication, negative peers, getting along with teachers, promoting a positive attitude within the family regarding school attendance, and promoting close supervision of the youth and success in school. The FIS shall help teach parents to advocate for their children's educational needs in the school system.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in</p>

		addition to other financial penalties up to and including contract cancellation.
C8. The FIS shall help the family access mentoring, tutoring, sports and other pro-social activities as needed.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>DCFS may require the Contractor to develop a corrective action plan acceptable to DHS or may withhold payment for services until sufficient until sufficient performance occurs.</p>
C9. When juvenile substance use/abuse is a primary concern, the FIS shall help parents and teens identify triggers to substance use.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
C10. The FIS shall provide instruction to families on how to more effectively manage their own behavior and their children's behavior. The FIS shall educate families on developing monitoring and	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action</p>

<p>supervision plans when managing problem behaviors is a presenting issue.</p>	<p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>C11. The FIS shall provide parenting skills education – including consistency, discipline, communication, and coping strategies. The FIS shall teach age appropriate personal habits and social skills and shall offer special strategies concentrating on sexual problem behaviors and substance abuse as determined necessary by the FIS in consultation with the family and DCFS. Parent education shall focus on learning how to better manage a child's mental health issues as determined necessary by the FIS in consultation with the family and DCFS.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>C12. The FIS shall help facilitate the development of positive peers and monitoring by parents.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p>

	<p>throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>C13. The FIS shall connect youth and families with psychiatry and other mental health services; as clinically indicated.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>C14. The FIS shall address all systems affecting the child and family including family, school,</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted</p>

<p>peers, individual, and community. FIS shall include providers of specific services not implemented by the Contract provider when clinically indicated. FIS shall be certain the services are implemented as intended and the family participation is adequate.</p>	<p>acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
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(D) Communication between Contractor, Intensive In-Home Service Providers, and DCFS, and other providers.

<p>D1. The FIS shall attend child/youth case related meetings in person, telephone, or video conferencing, as requested.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in</p>
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		addition to other financial penalties up to and including contract cancellation.
D2. The FIS shall attend court, prepare youth and families for court, and communicate with the case manager and court staff as determined necessary by FIS in consultation with the family and DCFS.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
D3. FIS collaboration on treatment planning shall include the involvement of the DCFS caseworker in the intake and intervention development plan.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor</p>

		Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
D4. The FIS shall facilitate reunification by working with other providers, case managers, and court staff.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
D5. FIS shall ensure DCFS case managers are included in regular treatment planning, including weekly verbal contacts, and monthly review of case summaries.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-</p>

		compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
D6. Contractor shall provide initial training on the program and referral process between FIS and DCFS caseworkers.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
(E) DATA EVALUATION		
E1. The contractor shall collect data at admission and discharge; and at six (6), twelve (12), and twenty -four (24) months post discharge.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Post discharge surveys must be completed according to the following minimum response rates:</p> <ul style="list-style-type: none"> • Six (6) months – a minimum of fifty percent (50%) of surveys must be 	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of</p>

	<p>completed;</p> <ul style="list-style-type: none"> • Twelve (12) months – a minimum of forty-five percent (45%) of surveys must be completed; and • Twenty four (24) months – a minimum of thirty five percent (35%) of surveys must be completed. <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>E2. The Contractor shall collect data at follow up including the following information without limitation:</p> <ul style="list-style-type: none"> • Client living situation (living with family or independently); • Trouble with the law; • School status; • Out of home placements; • Subsequent true findings of maltreatment; and • Custody status. <p>Contractor shall transmit performance reports containing the above specified information, without limitation, to DCFS every six (6) months in July and December.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p> <p>Contractor shall transmit performance reports to DCFS on or before the first day of July and December of each year for the duration of the contract.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
E3. Contractor shall provide	One hundred percent (100%)	Less than one hundred percent

<p>DCFS with a monthly report, due on or before the fourth (4th) day of each month, which must include without limitation the following:</p> <ul style="list-style-type: none"> • Demographic information on the youth and families being served; • Contractor staffing, referrals, discharges, number of families currently being served, staff training, and compliance data for all other performance indicators. 	<p>compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>(100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>E4. At twenty-four (24) months post-discharge, The contractor shall also collect information from social services agencies, schools, juvenile courts, and other agencies to provide supporting data to back up reports made by parents. This information shall be collected on clients selected on a randomized basis.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including</p>

		contract cancellation.
E5. The contractor shall develop a process for locating families, including upfront efforts to get multiple contacts with family members and others with long term relationships with family.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
F. Child Safety Outcomes		
F1. Contractor shall ensure that the following minimum child safety standards are met during the provision of services: <ul style="list-style-type: none"> Families shall not have confirmed child abuse/neglect during Intensive In-Home Services (IIHS) intervention. Families shall not have confirmed child abuse/neglect within the first six (6) months following the completion of IIHS intervention. 	<p>Contractor must adhere to all Service Criteria and the following standards for acceptable performance one hundred percent (100%) of the time throughout the contract term:</p> <ul style="list-style-type: none"> Ninety percent (90%) of families shall not have confirmed child abuse/neglect during IIHS intervention. Ninety five percent (95%) of families shall not have confirmed child abuse/neglect within six (6) months following the 	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor</p>

<ul style="list-style-type: none"> Families shall not have confirmed child abuse/neglect within twelve (12) months post IIHS intervention. 	<p>completion of IIHS intervention.</p> <ul style="list-style-type: none"> Ninety percent (90%) of families shall not have confirmed child abuse/neglect within twelve (12) months following the completion of IIHS intervention. Eighty-five percent (85%) of families shall not have confirmed child abuse/neglect within twenty four (24) months following the completion of IIHS intervention. 	<p>Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>F2. Contractor shall ensure that children are safely maintained in their homes whenever possible and appropriate during IIHS intervention.</p>	<p>Contractor must adhere to all Service Criteria and the following standard for acceptable performance one hundred percent (100%) of the time throughout the contract term:</p> <ul style="list-style-type: none"> Ninety-five percent (95%) of families shall remain safely in their homes during IIHS intervention. 	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>G. Permanency Outcomes</p>		

<p>G1. Contractor shall ensure that children have permanency and stability in their living situations.</p> <ul style="list-style-type: none"> • Families who receive IIHS services in a foster care case, must successfully reunite with their families within IIHS intervention. • Families who receive IIHS during a protective services case shall not have a child removed from their home during intervention. • Contractor shall ensure that children remain in in their home or successfully living independently at six (6) months following the completion of IIHS intervention. • Contractor shall ensure that children remain in in their home or successfully living independently at 12 months following the completion of IIHS intervention. • Contractor shall ensure that children remain in in their home or successfully living independently at 24 months following the completion of IIHS intervention. 	<p>Contractor must adhere to all Service Criteria and the following standards for acceptable performance one hundred percent (100%) of the time throughout the contract term:</p> <ul style="list-style-type: none"> • Ninety percent (90%) of families receiving IIHS services in a foster care case, must successfully reunite with their families during IIHS intervention. • Ninety-five percent (95%) of families receiving IIHS during a Protective Services case shall not have a child removed during IIHS intervention. • Ninety-two percent (92%) of families receiving IIHS during a Protective Services case shall not have a child removed within six (6) months following the completion of IIHS intervention. • Ninety percent (90%) of families receiving IIHS during a Protective Services case shall not have a child removed within twelve (12) months following the completion of IIHS intervention. • Eight-five percent (85%) of families receiving IIHS during a Protective 	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
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	Services case shall not have a child removed within twenty-four (24) months following the completion of IIHS intervention.	
(H) Billing		
H1. The contractor shall obtain all referrals from DCFS in advance before scheduling clients for service. Invoicing for services rendered without proper authorization are subject to denial by the Division of Children and Family Services.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10th) day of the month must document acceptable contractor performance.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
H2. Invoices for monthly billing must be developed on-line through the CHRIS financial system. Invoices along with the Intensive In Home Services time sheets, narratives, the IIHS referral form and certification of compliance must be submitted to the DCFS area financial coordinator by the tenth (10 th) day of the month. If the tenth (10 th) day is on the weekend, billing is due no later than the following Monday.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance must be maintained at all times throughout the contract term.</p>	<p>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>1st Incident: A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2nd Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for the first incident of</p>

<p>Only original signed invoices will be accepted.</p>		<p>non-compliance.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>(I) Conflict of Interest Mitigation</p>		
<p>I1. During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined five thousand dollars (\$5,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined one hundred thousand dollars (\$100,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>

ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal. Failure to provide this statement will result in rejection of the proposal.

**PROFESSIONAL SERVICES CONTRACT
GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY**

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
	Final Negotiated Rate	Monthly Cumulative	NONE	

*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement **Payment Limitations: (Select from the following) Quarterly Cumulative; Monthly Cumulative; None ***Matching Requirements: The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs

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covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work

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terminated by the Notice of Termination,

- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of



- its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

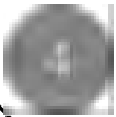
Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for

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six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Policy & Legal Services Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right in invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

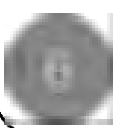
The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to

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be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically

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amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

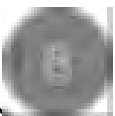
ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar

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state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.



Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

533 W. Washington Ave
(address)
Jonesboro, AR 72401

Attention: Lauren Hannah LCSW, Co-owner

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

DHS Division of Medical Services

Attention: Cindy Gillespie, DMS Director
P.O. Box 1437, Slot S401
Little Rock, AR 72203-1437

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

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Attachment A

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment;
- Promotion;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

