

REVISED
TECHNICAL RESPONSE PACKET
710-24-0017

RESPONSE SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	[REDACTED]		
Address:	[REDACTED]		
City:	State:	Zip Code:	
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input checked="" type="checkbox"/> Nonprofit
Minority and Women Owned Designation*:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service-Disabled Veteran		
	<input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women-Owned		
	<input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American		
	AR Certification #: _____ * See Minority and Women-Owned Business Policy		

PROSPECTIVE CONTRACTOR CONTACT INFORMATION	
<i>Provide contact information to be used for solicitation related matters.</i>	
Contact Person:	Title:
Phone:	Alternate Phone:
Email:	

CONFIRMATION OF REDACTED COPY

YES, a redacted copy of submission documents is enclosed.

NO, a redacted copy of submission documents is not 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 Solicitation Terms and Conditions for additional information.

ILLEGAL IMMIGRANT CONFIRMATION

By signing and submitting a response to this *Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants and **shall not** employ or contract with illegal immigrants during the term of a contract awarded as a result of this solicitation.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel and **shall not** boycott Israel during the term of a contract awarded as a result of this solicitation.

Prospective Contractor does not and **shall not** boycott Israel.

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

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Solicitation* may cause the Prospective Contractor's response to be voided.

Authorized Signature: [REDACTED] Title: [REDACTED]

Printed/Typed Name: [REDACTED] Date: 12/19/2023

SECTIONS 1 – 4: 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 proposal 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.

Authorized Signature: 

Use Ink Only

Printed/Typed Name:  Date: 

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 1

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 18, 2023
SUBJECT: 710-24-0017 Specialized and Private Licensed Placement Agencies

The following change(s) to the above referenced RFP have been made as designated below:

- Change of specification(s)
- Additional specification(s)
- Change of bid opening date and time
- Cancellation of bid
- Other

CHANGE OF BID OPENING DATE/TIME

- Bid submission date and time changed to: December 28, 2023, 1:00 pm Central Time.
- Bid opening date and time changed to: December 28, 2023, 2:00 pm Central Time.

The specifications by virtue of this addendum become a permanent addition to the above referenced RFP. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Karrie Goodnight, DHS.OP.Solicitations@dhs.arkansas.gov, (501) 320-3906.

[Redacted Signature]

Vendor Signature

[Redacted Date]

Date

[Redacted Company Name]

Company

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 2

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 19, 2023
SUBJECT: 710-24-0017 Specialized and Private Licensed Placement Agencies

The following change(s) to the above referenced RFP have been made as designated below:

- Change of specification(s)
- Additional specification(s)
- Change of bid opening date and time
- Cancellation of bid
- Other

CHANGE OF SPECIFICATION(S)

- Section 2.4.L.2 – remove and replace with the following:
Services shall be provided by a mental health provider licensed in the State of Arkansas in the discipline of Social Work or Counseling and shall provide all therapy.

OTHER

- Attachment C Performance Standards – remove and replace with 710-24-0017 Attachment C Performance Standards - Revised
- Technical Response Packet, Item E.2.H – Remove the following:
Provide a detailed summary that includes structured Analysis Family Evaluation (SAFE) training.
- Section 3.1.C – remove and replace with the following chart:

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Minimum Qualifications	25	25%	175
E.2 Approach to Scope of Work	35	50%	350
E.3 Additional Contract Requirements	15	25%	175
Total Technical Score	75	100%	700

- Attachment I Client History Form – Remove and replace with 710-24-0017 Attachment I Client History Form - Revised

The specifications by virtue of this addendum become a permanent addition to the above referenced RFP. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Karrie Goodnight, DHS.OP.Solicitations@dhs.arkansas.gov, (501) 320-3906.

Vendor Signature

Date

Company

Contract Number _____
 Attachment Number _____
 Action Number _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.
 SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

TAXPAYER ID NAME: _____ IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____ STATE: _____ ZIP CODE: _____ CITY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								
<input type="checkbox"/> None of the above applies								

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								
<input checked="" type="checkbox"/> None of the above applies								

Contract Number _____
Attachment Number _____

Action Number _____

Contract and Grant Disclosure and Certification Form

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 contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a 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 any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number 0710 Agency Name Department of Human Services Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

710-24-0017

Technical Response Packet
Appendix B

Equal Opportunity Policy

It is the policy of [REDACTED] to provide equal service opportunities to all children and youth in foster care in Arkansas without regard to unlawful considerations of race, creed, color, national origin, sex, gender identity, age, ancestry, physical or mental disability, and medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

The Organization expects all employees to support our equal opportunity policy, and to take all steps necessary to maintain an organization free from unlawful discrimination and harassment.

STATEMENT OF ATTESTATION

The Contractor **must** be licensed as a Private Licensed Placement Agency by the Child Welfare Agency Review Board by the contract start date of July 1, 2024, as set out in the Minimum Licensing Standards for Child Welfare Agencies. Failure to do so will result in contract termination. Services and payments shall not be provided under any resulting contract without licensure. Any license submitted after the bid opening but before July 1, 2024, **must** be submitted to the Program Manager of the SSU.

By signature below, the Prospective Contractor agrees to and shall fully comply with all requirements as described in this attestation.

Authorized Signature: _____

Printed/Typed Name: _____

Date: _____

Technical Response Packet
Appendix A

INFORMATION FOR EVALUATION

MINIMUM QUALIFICATIONS

E.1

A.

[REDACTED]
Part time during start up

[REDACTED]
Role: Executive Management and Administration
Responsibilities: Organizational oversight, human resources, financial management
Credentials: Bachelor's of Science in Accounting

[REDACTED]
Part-time during start up

[REDACTED]
Role: General management of the agency
Responsibilities: Training and professional development for staff, Oversight opening of foster homes, Supervision of child placement and casework services, Assessment of Policy Adherence
Credentials: Bachelor of Arts in Communication (2000), Bachelor of Arts in Psychology (2000), Master of Arts in Interpersonal and Organizational Communication (2003), Child Welfare League of America Certified Foster/Adopt PRIDE Trainer (2012), Trust Based Relational Interventions Practitioner (2019), National Training and Development Curriculum Train the Trainer Training (2022)

[REDACTED]
Part time during start up

[REDACTED]
Role: Management of foster families and child placements
Responsibilities: performing assessments, case planning and casework services
Credentials: BSE, MSE, Trust Based Relational Interventions Practitioner

[REDACTED]
Part time during start up

[REDACTED]
Role: Management of foster families and child placements
Responsibilities: performing assessments, case planning and casework services
Credentials: BS, TBRI Practitioner, Licensed Being With Course Facilitator

[REDACTED]
Part time during start up

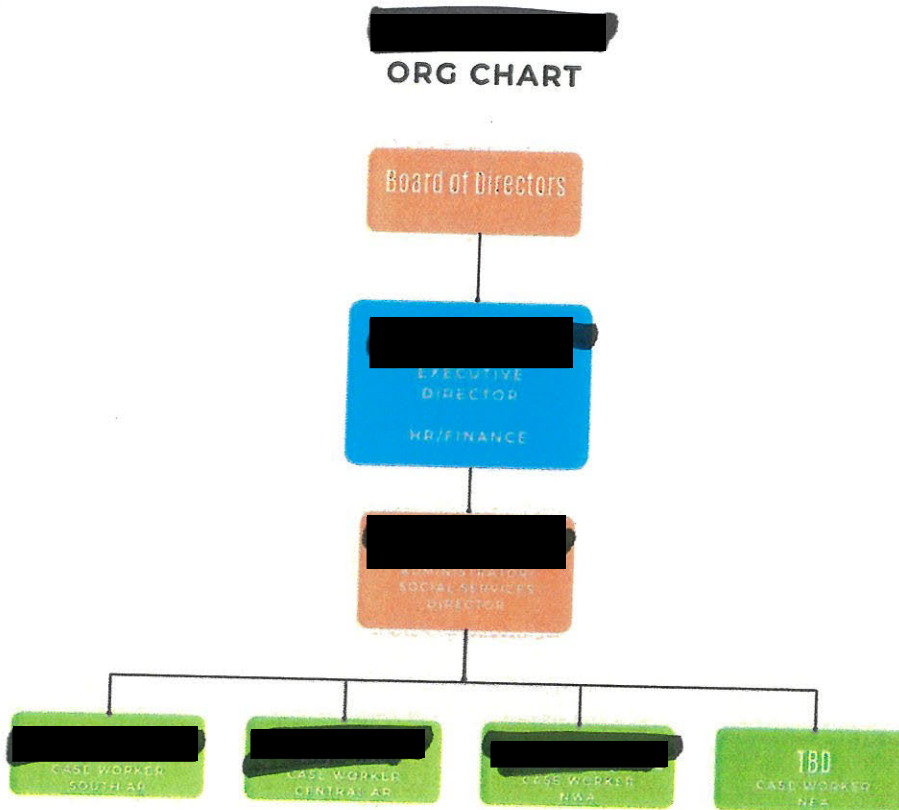
[REDACTED]
Role: Management of foster families and child placements
Responsibilities: performing assessments, case planning and casework services
Credentials: Bachelors in Social Work, Master of Science in School Counseling, Trust Based Relational Interventions Practitioner

INFORMATION FOR EVALUATION

E.1

B.

Organizational Chart



E.1

C.

Through partnership with [REDACTED] will utilize recruitment, training and retention programs of The CALL in all 75 counties in Arkansas to generate and support new foster families in the state. Given that [REDACTED] has recruited, trained and supported over 3,000 families for the Division of Children and Family Services, with over 50 staff statewide, we believe that by partnering our sister organizations together, we can meet the need statewide. [REDACTED] has the initial funding and capacity to start with regional Caseworker staff and grow staff to meet the growing needs of the organization statewide. [REDACTED] will work in coordination with DCFS priorities in a strategic plan to launch counties as needed and will proactively hire staff to accomplish that strategy.

E.1

D.

While [REDACTED] is a new organization, our sister organization, [REDACTED], has operated in the Child Welfare

space as a support to the Division of Children and Family Services for 16 years. [REDACTED] has recruited and trained over 3,000 families and worked closely with DCFS to provide homes for over 30,000 children, for the night or for forever. The combined years of service in Child Welfare represented by [REDACTED] staff is approximately 62 years.

E.1
E.

[REDACTED] has not held any contracts or had prior clients.

APPROACH TO SCOPE OF WORK

E.2
A.

[REDACTED] does not currently have any open families, as a newly established organization. However, [REDACTED] organization has a long history of recruiting and supporting families with DCFS, with [REDACTED] currently open foster families.

E.2
B.

[REDACTED] will partner with DCFS for training over agency policies and procedures. The Administrator will ensure Policy compliance for staff of the organization as a responsibility of her role. Additional policy training will be provided by consultants as needed.

E.2
C.

Much of the Scope of Work has been done by our partner organization, [REDACTED], for DCFS for 16 years. We will utilize the components of that partnership, specifically recruitment, training and support, to complete those aspects of the Scope of Work with [REDACTED]. In addition, the licensing staff all have a minimum of 10 years working with DCFS. Many in the certification process and even more in supporting families and providing continuing education. In addition, all field staff are Trust Based Relational Intervention (TBRI) practitioners, a trauma informed caregiving approach to coach families on how to manage trauma behaviors for placement support.

E.2
D.

[REDACTED] will only accept children referred to by the Department of Children and Family Services (DCFS) under the Private License Placement Agency. The homes will serve male and females ages 0-18 years of age. All children admitted into the PLPA must be able to attend a school like setting or daycare. Children and youth who have aggressive behaviors, sexual behaviors or a true finding, fire starter, or dangerous behaviors will not be accepted. [REDACTED] will only accept children they feel their program can safely and adequately serve. Upon admission, DCFS will need to provide proof of current immunizations or a letter of exemptions, or an appointment scheduled within (1) week after admission. [REDACTED] will obtain written authority from the department before placement or within seventy-two hours if it is an emergency placement. [REDACTED] shall also obtain written authority for medical care from the department at the time of placement or within seventy-two hours in an emergency placement. [REDACTED] will also require the following: the child's birth certificate, school records, referral form, all medications, social security card, and insurance card/ PASSE Id. The birth certificate, social security card, and court orders will be required within thirty days. [REDACTED] will have a referral process of a phone call from DCFS to the directed answer staff. [REDACTED] will have a referral form they use to ask DCFS specific questions regarding the client being referred to access if they are able to meet the needs of the client.

E.2
E.

Reunification. [REDACTED] families will receive preservice training on themes teaching the value of supporting reunification and tools to be supportive of family relationships. These themes are: Reunification, Maintaining Children's Connections, Foster Care – a Means to Support Families. [REDACTED] staff will work with DCFS staff to support the case plan and reunification efforts for each specific child.

Visitation. [REDACTED] will adhere to any DCFS guideline on visitation, follow all court orders regarding visitation and offer any assistance to ensure all children placed in [REDACTED] agency will have visits. [REDACTED] will require communication regarding visitation from DCFS and seek assistance in transportation unless worked out in case by case scenarios. [REDACTED] will partner with [REDACTED] and their Support Centers for family centered visitation when possible.

E.2
F.

Placement Support. [REDACTED] families will all complete [REDACTED] Training that includes the state mandated content from the National Training Development Curriculum (NTDC) prior to being opened and licensed as foster homes. This training addresses behaviors, trauma, crisis management and other required knowledge of being a foster parent. Leadership staff at [REDACTED] are also trained in Trust Based Relational Intervention (TBRI) and can be consulted on for any behaviors the foster parents may be struggling with from a client. [REDACTED] will have each home establish well defined rules; set expectations and limits consistent with the child's age, and clearly establish there will be consequences for inappropriate behavior; correct behaviors with kindness and understanding; train and teach the child using positive techniques that stress praise and encouragement, rather than using negative techniques.

Crisis Management. [REDACTED] will have case managers assigned to every child admitted into the private agency. The case managers will be responsible for assisting when a crisis arises. [REDACTED] will also have a rotating on call to be able to assist after hours when and if crisis arises. As stated in behavior management, all foster parents will be trained in the NTDC curriculum which has a specific section on crisis management. Leadership within [REDACTED] organization are also trained in Trust Based Relational Intervention (TBRI) and can consult on complex cases. Other support that will be in place will be partnering with the department of children and family services. The foster parents will have access to a family service worker 24 hours a day, seven days a week through an on-call worker after hours or their own case worker during business hours. [REDACTED] staff will also work with each clients passe to make sure the client is in all available and appropriate services, including crisis services when needed through a Medicaid provider.

Disruption Policy. [REDACTED] will follow the current and most up to date DCFS disruption policy. If a foster parent within [REDACTED] requests a disruption, the program director will schedule a staffing within 48 hours of the request to discuss what services or assistance could be provided to stabilize the placement. If the placement cannot be stabilized as a result of the staffing, then the foster parents will continue to provide for the child in foster care until an appropriate alternative placement, up to 30 days unless there is an imminent safety risk.

E.1
G.

Referral Process. [REDACTED] will have a referral process of a phone call from DCFS to the on call [REDACTED] staff. [REDACTED] will have a referral form they use to ask DCFS specific questions regarding the client that is being referred, to determine if they are able to meet the needs of the client. [REDACTED] will select the home that is in the best interest of the child and shall be based on an individual assessment of the child's needs.

E.1
H.

[REDACTED] will have all qualified staff trained in the Structured Analysis Family Evaluation (SAFE) process. [REDACTED]

██████████ will utilize fully trained and qualified staff and others to conduct SAFE Home Studies and to Supervise Home Studies for all families licensed through ██████████ Training will be conducted in partnership with DCFS or directly through the Consortium for Children. Utilizing the SAFE Home Study Process will ensure our Home Studies adhere to the best practices for child welfare professionals in evaluating foster families.

ADDITIONAL CONTRACT REQUIREMENTS

E.3

A

██████████ staff must complete and pass a Federal pre-employment background check and a Child Maltreatment Check.

E.3

B

Reporting. ██████████ will utilize ARfocus for electronic record keeping to open, maintain and close licensed families. ██████████ will provide progress reports and other data electronically either through an interface, through the ARfocus portal, or directly into ARfocus. ██████████ shall maintain records of the client-specific case planning per DCFS policy and child welfare licensing. Documentation shall be at a minimum reflecting the following:

- Case Plan developed in accordance with recommendations made by a physician, licensed professionals or DCFS involved in the care of a client.
- Any revisions of the case plan
- The portion of monthly contract payment given to Resource parents (a minimum of 34% of the total monthly payment per client paid to the Contractor).

Billing. Invoices for monthly billing will be submitted through the Provider Invoice Entry (PIE). Reimbursements of services rendered under resultant contracts will be by submission of an itemized monthly billing. Invoices will be submitted on the 10th of the month to the SSU Manager. If on a weekend, they will be submitted the following Monday. Invoices will be submitted within 60 days prior to the expiration of the contract or within 90 days of the fiscal year end. ██████████ will accept the state's authorized Mastercard procurement card or other state method of payment. Billing will be signed by an authorized agent or designee for the provider and have the certification of compliance with the performance indicators.

E.3

C.

██████████ will maintain all pertinent records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Records will be kept for 7 years. Upon request, access shall be granted to State or Federal Government entities or any of their duly authorized representatives.

██████████ staff and agents shall be bound to all laws and to all Requirements set forth in this Bid Solicitation concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

COUNTIES

- **Instructions:** Select each county in which services can be provided by the Prospective Contractor. (Refer to Attachment J State Map of Counties).

Arkansas	
Ashley	
Baxter	
Benton	
Boone	
Bradley	
Calhoun	
Carroll	
Chicot	
Clark	
Clay	
Cleburne	
Cleveland	
Columbia	
Conway	
Craighead	
Crawford	
Crittenden	
Cross	
Dallas	
Desha	
Drew	
Faulkner	
Franklin	
Fulton	

Garland	
Grant	
Greene	
Hempstead	
Hot Spring	
Howard	
Independence	
Izard	
Jackson	
Jefferson	
Johnson	
Lafayette	
Lawrence	
Lee	
Lincoln	
Little River	
Logan	
Lonoke	
Madison	
Marion	
Miller	
Mississippi	
Monroe	
Montgomery	
Nevada	

Newton	
Ouachita	
Perry	
Phillips	
Pike	
Poinsett	
Polk	
Pope	
Prairie	
Pulaski	
Randolph	
Saline	
Scott	
Searcy	
Sebastian	
Sevier	
Sharp	
St. Francis	
Stone	
Union	
Van Buren	
Washington	
White	
Woodruff	
Yell	

All counties (Statewide)	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

SECTION 2.3 MINIMUM QUALIFICATIONS

Please select one (1) of the following:

- Currently licensed as a Private Licensed Placement Agency by the Child Welfare Agency Review Board.
If the Prospective Contractor is currently licensed, the Prospective Contractor must provide with bid submission a copy of licensure.
- NOT** currently licensed as a Private Licensed Placement Agency by the Child Welfare Agency Review Board.
If the Prospective Contractor is not currently licensed, the Prospective Contractor must complete and sign the Statement of Attestation located on page 7 of this response packet.

STATEMENT OF ATTESTATION

The Contractor **must** be licensed as a Private Licensed Placement Agency by the Child Welfare Agency Review Board by the contract start date of July 1, 2024, as set out in the Minimum Licensing Standards for Child Welfare Agencies. Failure to do so will result in contract termination. Services and payments shall not be provided under any resulting contract without licensure. Any license submitted after the bid opening but before July 1, 2024, **must** be submitted to the Program Manager of the SSU.

By signature below, the Prospective Contractor agrees to and shall fully comply with all requirements as described in this attestation.

Authorized Signature: _____

[Redacted Signature]

(Use Ink Only)

Printed/Typed Name: _____

[Redacted Name]

Date: _____

[Redacted Date]

Contract #: _____



STATE OF ARKANSAS SERVICES CONTRACT

Contract #		Federal ID#	
Service Type	Technical and General Services (TGS) <input checked="" type="checkbox"/>	Procurement Method	Request for Proposals <input checked="" type="checkbox"/>

1. **Contracting Parties.** State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Name	0710 - Arkansas Department of Human Services
Division	Choose Division or Office

Contractor Name	
Contractor Address	
Contractor Number	
Minority/Women Owned Business	
	<input type="radio"/> Yes <input checked="" type="radio"/> No

2. **Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

See Attachment 4

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 07/01/2024, and shall continue until 06/30/2025, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

Contract #: _____

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than 06/30/2025 (mm/dd/yyyy).

4. Contractor's Performance Obligations. Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

See Attachment 4

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

5. Department's Payment Obligations. Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

See Attachment 5

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract. The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by

Contract #: _____

reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: \$ 1.00 _____ (**Initial Contract Amount**).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: [REDACTED] _____ (**Total Projected Contract Amount**).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Ark. Code. Ann. § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

6. **Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation 710-24-0017 (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. **Termination & 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 Contractor, 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. **For Convenience.** The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. **For Cause.** The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30)

days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.

B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract 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. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. Non-negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 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 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. Compliance. The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement

Law related to the content and review of the Contract; and

Contract #: _____

B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

13. Indemnity. The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

14. Assignment/Subcontracting. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.

15. Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Ark. Code Ann. § 19-11-265.

16. Records. Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.

17. Non-waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. Severability. If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

19. Attachments.

1. Certification of Contractor Budget
2. Calculation of Compensation
3. Source of Funds
4. Objectives, Scope and Performance Standards
5. Performance Details

20. Notices.

A. Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.

B. Receipt of Notice. A notice given under this Contract will be effective on

Contract #: _____

- i. the other party's receipt of it, or
- ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

C. Issuance of Notice. All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

_____	_____
Name	Title
_____	_____
Telephone#	Email

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

_____	_____
Name	Title
_____	_____
Telephone#	Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

_____	_____
Name	Title
_____	_____
Telephone#	Email

Contract No: _____

21. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at <https://www.dfa.arkansas.gov/images/uploads/procurementOffice/technologyAccessClause.pdf> and are included herein by reference, as applicable.

22. SIGNATURES

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

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE

DEPARTMENT AUTHORIZED SIGNATURE

[Redacted]

Printed Name

Printed Name

[Redacted]

Title

Title

[Redacted]

Address

Arkansas Department of Human Services
PO Box 1437 Slot
Little Rock, AR 72203-1437

Address

[Redacted]

Signature

Signature

[Redacted]

Date

Date

Attachment #1

CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. _____
(Contractor) _____
(Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor 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 Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

None

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None."

None

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State 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 Contractor 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 Contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contract No: _____

CERTIFICATION OF CONTRACTOR CONT'D

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

F. By checking the box below, the Contractor certifies that Contractor: (1) does not boycott Israel and shall not boycott Israel during the aggregate term of the corresponding Contract.

Contractor does not and shall not boycott Israel

Contract #: _____

Attachment #2

Calculation of Compensation

Calculation of Compensation (for Professional & Consulting Service Contracts Only):

A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			\$ 0.00

B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		\$ 0.00

Total compensation inclusive of expense reimbursement: _____ **\$ 0.00**

Annual Contract Amount: _____

Calculation of Services and Commodities (for Technical & General Service Contracts Only):

A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
Foster care services in family			
TOTAL SERVICES			

B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
TOTAL COMMODITIES			\$ 0.00

Total services inclusive of commodities: _____ **\$ 0.00**

Annual Contract Amount: _____

Attachment #3
Source of Funds

Source of Funds the Department intends to draw on. This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

Fund Source	Identify Source of Funds *	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	%
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	%
					%
					%
					%
					%
					%
			TOTALS	[Redacted]	0.00 %

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.

**State of Arkansas Service Contract
Attachment 4**

2. Objectives, Scope, and Performance. Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

The Objective of [REDACTED] is to provide foster care services in family homes for children who cannot be maintained in their own homes and have been placed in foster care in compliance with the Minimum Licensing Standards for Child Welfare Agencies, DCFS Policies and Procedures.

The Scope of Work:

- Recruitment, training, licensing compliance, support and retention of foster homes.
- Support DCFS in the mission of reunification and achieving permanency for children and youth, including supporting visitation and the reunification plan for each child placed
- Training of staff and families
- Accept referrals from DCFS
- Employ a Plan of Care for each child placed in foster care in cooperation with DCFS.
- Ensure appropriate Mental Health Services are obtained for children in care
- Provide Respite Care (when needed) that meets the child's identified needs.
- Provide required reporting to DCFS

Performance

Pursuant to Ark. Code Ann. 19-11-267 et. seq., [REDACTED] shall comply with performance-based standards.

- I. [REDACTED] 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, [REDACTED] 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. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. The State shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any

changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.

- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria ¹	Acceptable Performance
<p>services shall be provided in family homes for children who have been placed in foster care in compliance with the Minimum Licensing Standards for Child Welfare Agencies, DCFS policies and procedures. Only children and youth referred by DHS/DCFS shall be accepted into a DCFS slot.</p> <p>██████████ shall provide services including, without limitation, the following:</p> <ol style="list-style-type: none"> 1. Recruitment, training, licensing compliance, support, and retention of foster homes. 2. Recruitment efforts focused on families who will accept: children in foster care, sibling groups, and older youth. 3. All necessary background checks, training, and Structured Analysis Family Evaluation (SAFE) home studies. 4. Monitoring all re-evaluations of the home, including quarterly visits, and meeting Minimum Licensing Requirements. 5. Conduct training for resource families as specified by DCFS. 6. Electronic reporting <p>██████████ shall have a network of SPLPAs and PLPAs to provide services and shall be responsible for monitoring to ensure all requirements are met and services are provided independent of DCFS.</p> <p>SPLPAs and PLPAs shall support DCFS in the mission of reunification and achieving permanency for children and youth:</p> <ol style="list-style-type: none"> 1. By working with DCFS to follow policy to ensure siblings who have been separated are placed together. 2. By assisting DCFS in weekly visitation of siblings who have been separated. 3. By assisting DCFS with transportation to weekly visits for siblings who have been separated. 4. By following guidelines established by the Contractor's program description, child welfare licensing, and DCFS policy as it relates to the Alternate Care Policy. 5. By supporting DCFS in reunification efforts. 6. By supporting DCFS in relative placements for the children and youth in the PLPA and SPLPA setting. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>

Service Criteria ¹	Acceptable Performance
<p>Population</p> <ol style="list-style-type: none"> 1. SPLPAs shall accept youth referred by DCFS including: <ol style="list-style-type: none"> a. Large sibling groups with three (3) or more in the sibling group. These groups must all be placed in the same home, not split across homes within the agency. b. Youth aged twelve (12) and up. c. Youth transitioning from Qualified Residential Treatment Program (QRTP) 2. PLPAs shall accept youth referred by DCFS. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>
<p>Recruitment</p> <p>PLPA/SPLPA's must work in conjunction with DCFS to determine recruitment areas.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>

Service Criteria ¹	Acceptable Performance
<p>Training</p> <p>Staff Training:</p> <ol style="list-style-type: none"> 1. [REDACTED] shall complete Structured Analysis Family Evaluation (SAFE) training unless otherwise determined by DCFS. 2. [REDACTED] shall attend a one (1) day DCFS orientation and training regarding agency policy, procedure, and form requirements within the first ten (10) business days of the contract start date. <p>Resource Family Training: [REDACTED] shall utilize the pre-service training identified by DCFS. PLPA/SPLPA [REDACTED] shall train families virtually; however, DCFS reserves the right to require in-person trainings upon notification to [REDACTED] of any concerns related to virtual training.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>
<p>Referrals</p> <p>[REDACTED] must be available to accept DCFS referrals upon the contract's effective date.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>

Service Criteria ¹	Acceptable Performance
<p>Placement</p> <ol style="list-style-type: none"> 1. Placement must be contingent upon the client meeting admission criteria stated in the program description submitted by the Contractor, hereinafter referred to as the "Program Description", incorporated herein by reference, and the availability of slots/beds within a contract period. DCFS will not approve placement of children and youth who do not meet the criteria listed herein. 2. The SPLPA and PLPA shall select the home that is in the best interest of the child and shall be based on an individual assessment of the child's needs. 3. ██████████ shall place children only in approved resource homes. 4. When a client is moved from one home to another within the program, the Contractor shall provide written notice to the DCFS Family Service Worker and the Specialized Services Unit (SSU) Program Manager stating the reason for the move within twenty-four (24) hours of the move. 5. ██████████ shall have a plan in place for continued placement support surrounding placement disruptions. 6. ██████████ must be prepared with crisis intervention. When a placement must be disrupted, thirty (30) day notice must be provided to DCFS unless there is an imminent safety factor. 7. Contractor shall ensure appropriate mental health services are obtained for clients accepted in their program, as needed, and DCFS policy shall be followed. 8. When siblings are separated, the Contractor shall work with DCFS to follow policy to ensure siblings are placed together. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>

Service Criteria ¹	Acceptable Performance
<p>Visitation and Reunification</p> <ol style="list-style-type: none"> 1. When siblings are separated, the Contractor shall assist DCFS in weekly visitation of the siblings including transportation. The Contractor must support DCFS in reunification efforts. 2. [REDACTED] must provide safe and reliable transportation as needed and shall comply with federal and state laws, rules, and regulations including, without limitation, the Arkansas Child Passenger Protection Act § 27-34-104. All persons providing transportation shall have and maintain a valid driver's license and liability insurance as required by state law. 3. The DCFS Family Service Worker must be able to visit the child(ren) placed in the SPLPA/PLPA home as appropriate. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>
<p>Plan of Care</p> <ol style="list-style-type: none"> 1. The Contractor shall have a plan in place for continued placement support surrounding placement disruptions. The Contractor must be prepared with crisis intervention. When a placement must be disrupted, thirty (30) day notice must be provided to DCFS unless there is an imminent safety factor. 2. For each client in the program the Contractor shall work with DCFS and maintain a minimum of monthly contact with the Family Service Worker to discuss client's progress, continuing needs, and any problem areas when appropriate. 3. Contractor shall maintain records of the client-specific case planning per DCFS policy and child welfare licensing. Documentation shall be at a minimum reflecting the following: <ul style="list-style-type: none"> • Case Plan developed in accordance with recommendations made by a physician, licensed professionals or 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>

Service Criteria ⁱ	Acceptable Performance
<p>DCFS involved in the care of a client.</p> <ul style="list-style-type: none"> • Any revisions of the case plan • The portion of monthly contract payment given to Resource parents (a minimum of 34% of the total monthly payment per client paid to the Contractor. <p>4. ██████████ must submit monthly update reports to the DCFS Family Service Worker regarding the children placed in their resource homes.</p>	
<p>Mental Health Services</p> <ol style="list-style-type: none"> 1. ██████████ must ensure appropriate mental health services are obtained for clients accepted in their program, as needed and DCFS policy shall be followed. 2. Services shall be provided by a mental health provider licensed in the State of Arkansas in the discipline of Social Work or Counseling and shall provide all therapy. 3. Competent qualified person(s) providing direct client service shall have a masters or bachelors degree in one (1) or more of the following: <ul style="list-style-type: none"> • Counseling • Criminal Justice • Early Childhood Education • Social Work • Psychology or related degree 4. Contractor shall ensure appropriate mental health services are obtained for clients accepted in their program, as needed, and DCFS policy shall be followed. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS</p>
<p>Respite Care</p> <ol style="list-style-type: none"> 1. ██████████ shall provide respite or/and temporary out-of- home care on a twenty-four (24) hour a day basis in a family setting to families that are referred by DCFS. 2. ██████████ shall accept referrals from DCFS twenty-four (24) hours a day, seven (7) days a week. 3. Contractor must provide respite care 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the</p>

Service Criteria ¹	Acceptable Performance
<p>services, if space is available, to clients referred by DHS/DCFS.</p> <p>4. Contractor must not allow respite care placements to exceed seven (7) days of care per three (3) month period or, 672 hours per fiscal year for any child referred by DCFS, except for emergency situations. DCFS, in its sole discretion, may approve up to an additional four (4) days of respite/temporary care in emergency situations. The DCFS Specialized Services Unit (SSU) Program Manager is responsible for the approval of any additional days.</p> <p>5. Contractor shall provide a respite/temporary placement that meets the child's identified needs, set out in the DCFS case plan. Contractor will ensure that needed medical care for the child or children is obtained.</p> <p>6. Contractor shall provide respite/temporary care services within the service area where the child's foster, adoptive, or biological family is located as determined by DCFS.</p> <p>7. Contractor shall provide visitation between the child and the family upon request by DCFS.</p> <p>8. Contractor shall provide safe and reliable transportation for children in respite/temporary care as needed and shall comply with federal and state laws and regulations including the Arkansas Child Passenger Protection Act § 27-34-104. All persons providing transportation shall have a valid driver's license and minimum insurance coverage as required by Arkansas State Law.</p> <p>9. Contractor must provide respite/temporary care by properly trained and licensed resource homes.</p> <p>10. Contractor must train respite/temporary caregivers using the criteria for Placement, as set out in the Minimum Licensing Standards for Child Welfare Agencies.</p>	<p>contract term as determined by DHS.</p>

Service Criteria ⁱ	Acceptable Performance
<p>11. Contractor must follow guidelines established by the Contractor's program description and child welfare licensing.</p>	
<p>Reporting</p> <ol style="list-style-type: none"> 1. Contractor must utilize the Comprehensive Child Welfare Information System (CCWIS) known as ARfocus for electronic record keeping to open, maintain, and close their network of family homes. 2. Contractor must submit progress reports and other data electronically either through an interface, through the ARfocus portal, or directly into ARfocus. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>
<p>Compliance</p> <ol style="list-style-type: none"> A. The Contractor shall provide services in compliance with the Minimum Licensing Standards for Child Welfare Agencies, PUB 004, and any subsequent updates during the life of the contract incorporated herein by reference. B. [REDACTED] shall follow all DCFS policies and procedures, located at https://dese.ade.arkansas.gov/Offices/office-of-early-childhood/placement--residential-licensing C. The Contractor shall comply with the versions of the policies and guidelines listed below and included in this packet upon completion of the promulgation process of these rules (targeted effective date: October 1, 2020). <ul style="list-style-type: none"> • Policy VI-P: Private Licensed Placement Agency (PLPA) Resource Homes 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>

Service Criteria ¹	Acceptable Performance
<ul style="list-style-type: none"> • Policy VII-A: Resource Home Definitions and Purpose • Policy VII-C: Resource Home Assessment Process • Policy VII-G: Alternate Care for Children in Out-of-Home Placement • Excerpt from PUB-30: Resource Parent Handbook 	
<p>Privacy and Security</p> <p>A. The Contractor shall comply with all DHS policies governing the privacy and security of all personally identifiable information (PII) and/or other confidential information received or accessed on behalf of Arkansas DHS.</p> <p>B. The Contractor shall implement and maintain reasonable security procedures and practices regarding all protected health information and/or other confidential information as required by A.C.A § 4-110-104, The Personal Information Protection Act.</p> <p>C. The Contractor shall disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.</p> <p>D. The Contractor shall use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.</p> <p>E. The Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information in accordance with the confidentiality standard requirements outlined in the Minimum Licensing Standards for Child Welfare Agencies (Attachment L).</p> <p>F. Contractor shall be responsible for maintaining confidentiality as well as record retention. Please provide proof of your agency or organizational policy on retention and confidentiality. Contractor shall comply with all confidentiality</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>

Service Criteria ¹	Acceptable Performance
<p>requirements under ACA 9-28-407, the Minimum Licensing Standards for Child Welfare Agencies, PUB 004, and the Health Information Portability and Accountability Act (HIPAA).</p>	
<p>Criminal Background Checks The Vendor will perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member shall be staffed on this project if they have committed an offense that would preclude State employment as a "designated position", if applicable to the underlying contracted services, under Ark. Code Ann. §21-15-102 or, otherwise as a "designated financial or information technology position" pursuant to Ark. Code Ann. § 21- 15-111.</p> <p>██████████ shall ensure that all staff have passed criminal background check, Arkansas Child Maltreatment Registry check, a driving record check, and out-of- state child maltreatment investigations, if required. Such checks must be repeated every two (2) years.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>
<p>Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12- 1708(a)(1)(AA), Contractor and all of its employees, agents, and all ██████████ and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or ██████████ employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ol style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>

Service Criteria ¹	Acceptable Performance
<p>or</p> <p>e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long- term care facility resident maltreatment.</p> <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all ██████████ and Subcontractor's employees and agents are mandated reporters.</p>	
<p>Conflict of Interest Mitigation</p> <p>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>Transition Planning</p> <p>Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout</p>

Service Criteria ¹	Acceptable Performance
<p>services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>the term of the contract.</p>
<p>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfill an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25- 19-101 et seq. for specific requirements.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>

Attachment 5

4. Contractor's Performance Obligations. Contractor, for the duration of the contract and as consideration for the department's payment as set forth below (5), shall provide the following to the Department

- A. Services shall be provided in family homes for children who have been placed in foster care in compliance with the Minimum Licensing Standards for Child Welfare Agencies, DCFS policies and procedures. Only children and youth referred by DHS/DCFS shall be accepted into a DCFS slot.
- B. [REDACTED] shall provide services including, without limitation, the following:
 - 1. Recruitment, training, licensing compliance, support, and retention of foster homes.
 - 2. Recruitment efforts focused on families who will accept children and adolescents in foster care, sibling groups, and older youth.
 - 3. All necessary background checks, training, and Structured Analysis Family Evaluation (SAFE) home studies.
 - 4. Monitoring all re-evaluations of the home, including quarterly visits, and meeting Minimum Licensing Requirements.
 - 5. Conduct training for resource families as specified by DCFS.
 - 6. Electronic reporting
- C. [REDACTED] shall have a network of SPLPAs and PLPAs to provide services and shall be responsible for monitoring to ensure all requirements are met and services are provided independent of DCFS.
- D. [REDACTED] shall support DCFS in the mission of reunification and achieving permanency for children and youth:
 - 1. By working with DCFS to follow policy to ensure siblings who have been separated are placed together.
 - 2. By assisting DCFS in weekly visitation of siblings who have been separated.
 - 3. By assisting DCFS with transportation to weekly visits for siblings who have been separated.
 - 4. By following guidelines established by the Contractor's program description, child welfare licensing, and DCFS policy as it relates to the Alternate Care Policy.
 - 5. By supporting DCFS in reunification efforts.
 - 6. By supporting DCFS in relative placements for the children and youth in the SPLPA/PLPA setting.
- E. Population
 - 1. [REDACTED] shall accept youth referred by DCFS including:
 - a. Any appropriate child(ren) or youth referred by DCFS.
- F. Recruitment
 - [REDACTED] must work in conjunction with DCFS to determine recruitment areas.
- G. Training
 - 1. Staff Training:
 - a. [REDACTED] shall complete Structured Analysis Family Evaluation (SAFE) training unless otherwise determined by DCFS.
 - b. [REDACTED] shall attend a one (1) day DCFS orientation and training regarding agency policy, procedure, and form requirements within the first ten (10) business days of the contract start date. The DCFS Foster Care Management/designee will notify The Answer

of the training location prior to the training date.

2. **Resource Family:**

██████████ shall utilize the pre-service training identified by DCFS. ██████████ shall train families virtually; however, DCFS reserves the right to require in-person trainings upon notification to ██████████ of any concerns related to virtual training.

H. **Referrals**

██████████ must be available to accept DCFS referrals upon the contract's effective date.

I. **Placement**

1. Placement must be contingent upon the client meeting admission criteria stated in the program description submitted by ██████████ hereinafter referred to as the "Program Description", incorporated herein by reference, and the availability of slots/beds within a contract period. DCFS will not approve placement of children and youth who do not meet the criteria listed herein.

2. ██████████ shall select the home that is in the best interest of the child and shall be based on an individual assessment of the child's needs.

3. ██████████ shall place children only in approved resource homes.

4. When a client is moved from one home to another within the program, the Contractor shall provide written notice to the DCFS Family Service Worker and the Specialized Services Unit (SSU) Program Manager stating the reason for the move within twenty-four (24) hours of the move.

5. ██████████ shall have a plan in place for continued placement support surrounding placement disruptions.

6. ██████████ will ensure crisis interventions can be delivered when needed. When a placement must be disrupted, thirty days notice will be provided to DCFS unless there is an imminent safety factor.

7. ██████████ shall ensure appropriate mental health services are obtained for clients accepted in their program, as needed, and DCFS policy shall be followed.

8. When siblings are separated, ██████████ shall work with DCFS to follow policy to ensure siblings are placed together.

J. **Visitation and Reunification**

1. When siblings are separated, ██████████ shall assist DCFS in weekly visitation of the siblings including transportation. ██████████ must support DCFS in reunification efforts.

2. ██████████ must provide safe and reliable transportation as needed and shall comply with federal and state laws, rules, and regulations including, without limitation, ██████████ Child Passenger Protection Act § 27-34-104. All persons providing transportation shall have and maintain a valid driver's license and liability insurance as required by state law.

3. DCFS Family Service Worker will develop a visitation schedule with the client's family and coordinate with the ██████████ case manager.

4. ██████████ agent assigned to the client can accompany the DCFS Family Service Worker on the visit as appropriate and assist with transportation when available.

5. Visitation will take place unless such visitation is:

- Contrary to court order
- Parental rights have been terminated
- Potential visitation has been ordered to stop
- Temporarily halted or terminated for therapeutic reasons approved by DCFS.

K. Plan of Care

1. [REDACTED] shall have a plan in place for continued placement support surrounding placement disruptions. [REDACTED] must be prepared with crisis intervention. When a placement must be disrupted, thirty (30) day notice must be provided to DCFS unless there is an imminent safety factor.
2. For each client in the program [REDACTED] shall work with DCFS and maintain a minimum of monthly contact with the Family Service Worker to discuss client's progress, continuing needs, and any problem areas when appropriate.
3. [REDACTED] shall maintain records of the client-specific case planning per DCFS policy and child welfare licensing. Documentation shall be at a minimum reflecting the following:
 - Case Plan developed in accordance with recommendations made by a physician, licensed professionals or DCFS involved in the care of a client.
 - Any revisions of the case plan
 - The portion of monthly contract payment given to Resource parents (a minimum of 34% of the total monthly payment per client paid to the Contractor.
4. [REDACTED] must submit monthly update reports to the DCFS Family Service Worker regarding the children placed in their resource homes.

L. Mental Health Services

1. [REDACTED] will ensure appropriate mental health services are obtained for clients accepted in their program, as needed and DCFS policy shall be followed.
2. Services shall be provided by professionals licensed for independent practice in the State of Arkansas in the discipline of Social Work or Counseling and shall provide all therapy.
3. Competent qualified person(s) providing direct client service shall have a master's or bachelor's degree in one (1) or more of the following:
 - Counseling
 - Criminal Justice
 - Early Childhood Education
 - Social Work
 - Psychology or related degree
4. [REDACTED] shall ensure appropriate mental health services are obtained for clients accepted in their program, as needed, and DCFS policy shall be followed.

M. Respite Care

1. [REDACTED] shall provide respite or/and temporary out-of-home care on a twenty-four (24) hour a day basis in a family setting to families that are referred by DCFS.
2. [REDACTED] shall accept referrals from DCFS twenty-four (24) hours a day, seven (7) days a week.
3. [REDACTED] must provide respite care services, if space is available, to clients referred by DHS/DCFS.
4. [REDACTED] must not allow respite care placements to exceed seven (7) days of care per

three (3) month period or, 672 hours per fiscal year for any child referred by DCFS, except for emergency situations. DCFS, in its sole discretion, may approve up to an additional four (4) days of respite/temporary care in emergency situations. The DCFS Specialized Services Unit (SSU) Program Manager is responsible for the approval of any additional days.

5. [REDACTED] shall provide a respite/temporary placement that meets the child's identified needs, set out in the DCFS case plan. [REDACTED] must ensure that needed medical care for the child or children is obtained.
 6. [REDACTED] shall provide respite/temporary care services within the service area where the child's foster, adoptive, or biological family is located as determined by DCFS.
 7. [REDACTED] shall provide visitation between the child and the family upon request by DCFS.
 8. [REDACTED] shall provide safe and reliable transportation for children in respite/temporary care as needed and shall comply with federal and state laws and regulations including the Arkansas Child Passenger Protection Act § 27-34-104. All persons providing transportation shall have a valid driver's license and minimum insurance coverage as required by Arkansas State Law.
 9. [REDACTED] must provide respite/temporary care by properly trained and licensed resource homes.
 10. [REDACTED] must train respite/temporary caregivers using the criteria for Placement, as set out in the Minimum Licensing Standards for Child Welfare Agencies.
 11. [REDACTED] must follow guidelines established by the Contractor's program description and child welfare licensing.
- N. Reporting
1. [REDACTED] must utilize the Comprehensive Child Welfare Information System (CCWIS known as ARfocus) for electronic record keeping to open, maintain, and close their network of family homes.
 2. [REDACTED] must submit progress reports and other data electronically either through an interface, through the ARfocus portal, or directly into ARfocus.

Attachment 6

5. Department's Payment Obligations. Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

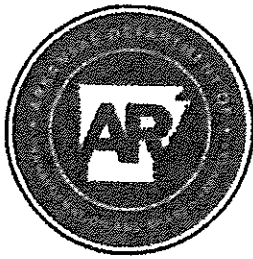
In consideration of the Private Licensed Placement Agency contract with the Division of Children & Family Services, services shall be paid at [REDACTED] day that a child or youth in foster care is placed with one of the agency's certified homes. Satisfactory performance of the contractor shall be based upon availability and placement of the child in the certified home.

[REDACTED]

12 month budget

[REDACTED] family [REDACTED] children served expectation

<u>Income</u>	<u>6 month startup cost</u>		<u>12 month operations</u>	
Program income				
[REDACTED] day, estimate [REDACTED] children in care	\$	-	\$	[REDACTED]
Grant income	\$	[REDACTED]		
Total Income	\$	[REDACTED]	\$	[REDACTED]
Expenses				
Payroll Expense				
Executive Director				
Executive & financial oversight	\$	-	\$	[REDACTED]
Agency Director	\$	[REDACTED]	\$	[REDACTED]
Administrator & Social Services Director				
Caseworker - 3 month startup				
[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
Administrative Assistant	\$	[REDACTED]	\$	[REDACTED]
Financial Assistant	\$	[REDACTED]	\$	[REDACTED]
Program Expense				
Family process expense	\$	[REDACTED]	\$	[REDACTED]
Home study, background checks				
Estimated at [REDACTED] per family				
Per diem family stipend rate	\$	-	\$	[REDACTED]
[REDACTED] day, estimate [REDACTED] children in care				
Case management hardware & software	\$	[REDACTED]	\$	[REDACTED]
Database management software	\$	[REDACTED]	\$	[REDACTED]
Family support & services	\$	-	\$	[REDACTED]
Therapy & Mental Health Services	\$	-	\$	[REDACTED]
Insurance Expense	\$	[REDACTED]	\$	[REDACTED]
Office Supplies & Postage	\$	[REDACTED]	\$	[REDACTED]
Professional Development	\$	[REDACTED]	\$	[REDACTED]
Professional Fees: Legal, Accounting			\$	[REDACTED]
Rent & Utilities	\$	[REDACTED]	\$	[REDACTED]
Travel Expenses	\$	[REDACTED]	\$	[REDACTED]
Total Expenses	\$	[REDACTED]	\$	[REDACTED]
Net Income	\$	-	\$	[REDACTED]
90 day reserve for accounts receivable			\$	[REDACTED]
Net income less cash reserves			\$	[REDACTED]



Department of Transformation and Shared Services
 Governor Sarah Huckabee Sanders
 Secretary Joseph Wood
 Director Edward Armstrong

CERTIFICATION FOR BOYCOTT AND ILLEGAL IMMIGRANT RESTRICTIONS

Pursuant to Arkansas law, a vendor must submit the below certifications prior to entering into a contract with a public entity for an amount as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
 A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.
 See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts exceeding \$25,000.
 No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants.
 See Arkansas Code Annotated § 19-11-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:**
 For contracts valued at, or exceeding, \$75,000.
 A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.

By signing this form, the contractor agrees and certifies that it does not, and shall not for the remaining aggregate term of the contract, participate in the activities checked below:

- Do not boycott Israel.
- Do not employ illegal immigrants.
- Do not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.

Contract Number & Description	
Name of Public Entity	
Name of Vendor/Contractor	[REDACTED]
AASIS Vendor Number	

[REDACTED] _____ Date _____
 Contractor Signature

Attachment I

Revised Client History Form
RFP # 710-24-0017

Client History Form

Instructions: This form is intended to help the State gain a full understanding of each Respondent's experience providing foster care services. This form **must** be accurately completed and signed by the same signatory who signed the Response Signature Page in the Technical Response Packet.

The State reserves the right to verify the accuracy of responses by contacting any of the listed clients; therefore, all applicable clients **must** be listed. For purposes of this form, the "client" is not an individual, but the entity which held the contract. By way of explanation, in the Contract resulting from this RFP, Arkansas's DHS will be the client. For each listed client, Respondents **must** include the client entity's name, address, and phone number. Additionally, Respondents are encouraged to provide an individual's contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts the clients listed, the State reserves the right to either contact the listed individual and/or another person at the client entity. Omission of a relevant client will constitute a failure of form completion.

The boxes below each prompt will expand if necessary. If there are no contracts which meet the definition, Respondent **must** state "none."

1. Please list three (3) clients where you served as the **prime contractor** for services of similar size and scope in the past three (3) years. Client information as described above must be included.

<p>None</p> <p>While [REDACTED] is a new organization, our [REDACTED] has operated in the Child Welfare space through a supportive partnership with the Division of Children & Family Services for 16 years. [REDACTED] has recruited and trained over 3,000 foster families and worked closely with DCFS to provide homes for over 30,000 children, for the night or forever. The combination of years of service in Child Welfare represented by [REDACTED] staff is approximately 62 years.</p>
--

Authorized Signature: _____
(Use Ink Only)

Title: _____

Printed/Typed Name: _____

Date: _____

ATTACHMENT D

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.

**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)
Contract with ARDCFS	Final Negotiated Rate	None	None	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

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

- 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.

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. § 4-110-104, 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

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 to 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

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

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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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

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.

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:

[REDACTED]

(address)

[REDACTED]

Attention: [REDACTED]

(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 Office of Procurement
Attention: Sarah Cunningham, CPO
618 N Main St
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:

- 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.