

**Application for Contract  
Traditional Child Placing  
Agencies**

Entire packet must be submitted via email to  
[sdhr.procurement@dhr.alabama.gov](mailto:sdhr.procurement@dhr.alabama.gov)

Date of Submission:

Vendor Name:

Vendor Address (no P.O. Boxes):

Vendor Phone:

Vendor Federal I.D. Number:

Vendor E-mail Address:

Authorized Vendor Signatory:

(Please print name and sign in ink)

**Resource Management use only:**

Application number:

Date and Time

Received:



## Alabama Department of Human Resources

### Application Instructions – Traditional Child Placing Agencies

Thank you for your interest in contractual services through the Alabama Department of Human Resources (ADHR). Please carefully review the Application Instructions, Vendor's Document Checklist, Evaluation Criteria, and Addendum A before completing and submitting your application. Incomplete or incorrectly submitted applications may delay the review process or result in denial of acceptance of application.

The entire application packet must be submitted via email to [sdhr.procurement@dhr.alabama.gov](mailto:sdhr.procurement@dhr.alabama.gov).

#### Services Overview:

The Alabama Department of Human Resources seeks qualified vendors to establish a child placing agency for children in the custody of the state. A Child Placing Agency places children in foster homes for temporary care or in prospective adoptive homes for adoption. A more complete description of the services sought for this project is provided in the Addendum A section of this application.

#### Eligibility:

Eligible vendors may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who:

- 1) are legally authorized to conduct business within the State of Alabama
- 2) possess a high degree of professional skill in this area of services
- 3) possess the skills needed to perform the services
- 4) meet the terms and conditions of this service
- 5) must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

#### Mandatory Requirements:

- Vendors must be licensed by the Department of Human Resources. Vendors must obtain a Residential Child Care Facility License and must include a copy of their license with their application. Unlicensed vendors must include a copy of their application for licensure with their application.
- Vendors must complete or provide the following form (All required fields must be completed entirely and accurately.):
  - Disclosure Statement
  - Taxpayer Identification Number Form **OR** W-9 and Legal Status Letter
  - Certificate of Compliance
  - E-Verify Memorandum of Understanding (MOU) (Issued by Department of Homeland Security)
  - Cost Proposal



- Attestation and Declaration for Provision of Services
- Provide all required documentation outlined in the Attestation and Declaration for Provision of Services
- Vendor Certifications

  

- New vendors must provide a detailed Start-up Plan with a project schedule that comprise of the detailed work plan for the entire contract. Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.
- Vendor must attach all supporting documents as PDFs, including but not limited to licenses, certifications, audits or financial statements, and resumes/job descriptions for all employee levels assigned to the contract.

### **Evaluation and Selection Process:**

DHR will review all applications for completeness, eligibility, and alignment with program requirements. Applicants may be contacted for clarification or additional documentation and will have 10 days to provide requested information.

During pre-screening, applications will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review, applications will be classified and “accepted” or “denied”.

All accepted applications will be evaluated against the stated criteria. In scoring against the stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified application responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department. Don’t assume the Department or evaluation committee will know what your companies’ capabilities are or what items/services you can provide, even if you have previously contracted with the Department. Vendors are evaluated solely on the information and materials provided in your application.

Vendors selected to engage in a contract will be notified in writing by Resource Management- Office of Procurement.

Selection of a vendor shall not be binding upon the Department and may or may not, at the Department’s discretion, result in the Department entering a contract with the vendor if it is in the best interest of the Department not to proceed with contract execution.



## **VENDOR'S DOCUMENT CHECKLIST**

1. \_\_\_\_\_ **CONTRACT APPLICATION** with signature of person legally authorized to bind vendor to contract
2. \_\_\_\_\_ **Licenses/Certificates/Credentials**
3. \_\_\_\_\_ **Disclosure Statement (Appendix A)**
4. \_\_\_\_\_ **Taxpayer ID # (Appendix B) or W-9 and Legal Status Letter**
5. \_\_\_\_\_ **Certificate of Compliance (Appendix D)**
6. \_\_\_\_\_ **E-Verify (MOU) (Issued by Department of Homeland Security)**
7. \_\_\_\_\_ **Start-up Plan must have a Detailed Schedule Submitted**
8. \_\_\_\_\_ **Appendix F (Cost Proposal)**
9. \_\_\_\_\_ **Completed Attestation and Declaration for Provision of Services**
10. \_\_\_\_\_ **Audits or New Vendors provide Financial Statements**
11. \_\_\_\_\_ **Resumes/Job Descriptions for All Employee Levels assigned to this contract**
12. \_\_\_\_\_ **Signed Vendor's Certifications**

**This checklist is provided for assistance only and should not be submitted with Vendor's response.**



## ADDENDUM A

### 1.0 TRADITIONAL CHILD PLACING AGENCY

A Child Placing Agency places children in foster homes for temporary care or in prospective adoptive homes for adoption. The goal of Child Placing Agency is to provide Traditional foster homes that will provide a safe environment for children in the custody of the Alabama Department of Human Resources (ADHR) or a county department of human resources (County DHR). Both the Provider and Foster Home will address the child(ren)'s well-being, positive relationship building, new learning experiences in the home and in public settings and provide access to services with the goal of children being reunited with their family. These homes should be a family-based environment with licensed foster families. The Provider and the Foster Families will work in partnership with the child, the child's family, and the other members of the Individualized Service Planning (ISP) team.

### 1.1 PLANNING RESPONSIBILITY

The County DHR that has planning responsibility for a child has the responsibility to provide appropriate documentation including services relating to the Individual Service Plan (ISP). An ISP meeting must be held at the time of placement with a plan developed to include discharge planning. All services provided must be authorized on an ISP. If such documentation is not provided within ten (10) days from placement date, the contract provider should notify the County DHR, ADHR - Resource Management Division, and ADHR - Family Service Division.

### 1.2 PROGRAM REQUIREMENTS

**The Provider and all Foster Homes approved by the Provider must be in compliance with the ADHR Minimum Standards for Child Placing Agencies and ADHR Minimum Standards for Foster Family Homes at all times.**

### 1.3 RESPONSIBILITIES OF THE TRADITIONAL CHILD PLACING AGENCY

- Adhere to ADHR state Minimum Standards, ADHR policies and procedures, and all other ADHR policies and procedures regarding foster care children.
- The ADHR and County DHR conducts all adoption approvals for children in foster care.
- Provider may conduct private adoptions of children who are not involved with the ADHR.
- Provider will not petition nor accept legal custody of any child that is currently involved with ADHR in any way. (i.e., ADHR has a foster care case, a child abuse or neglect (CA/N) or prevention assessment, or an open services case/evaluation case.) Nor will the Provider or its agents or foster parents engage in efforts against the case plan of the foster child. The Provider, ADHR, and the County DHR are in partnership and therefor it would be a conflict of interest for the Provider to be involved in a current case involving the ADHR or County DHR in terms of accepting or receiving legal or physical custody of said child.
- Provider will present accurate information/statistics regarding children it provides services for in any media outlet, included but not limited to, media releases, journals, brochures, and any online posting to the public. Furthermore, no likeness or recording, including photographic and videographic recordings, of a foster child in ADHR or a County DHR's custody will be made public in any manner, including but not limited to, social media, without permission of ADHR.
- Provider recognizes that ADHR or a County DHR is the legal custodian of children in foster care and that as such ADHR may execute a release of information for records maintained on behalf of a child in ADHR's care. Upon execution of an appropriate release of information, the Provider will make available those records for ADHR to use in its case planning and practice.
- Provider will provide all case notes and treatment notes of children in ADHR or County DHR care no less than monthly unless these items are needed in an emergency basis or as outlined in the individualized service plan.
- Staff of the ADHR and County DHR may make unannounced visits to children in Provider's foster homes.



- Ensure that staff and families complete all required training as detailed in ADHR Minimum Standards for Child Placing Agency and ADHR Minimum Standards for Foster Homes within the time frames indicated.
- Provider must include credentials and training of individuals.
- Provide pre-service training that **MUST** include Trauma Informed Therapy, Crisis Intervention, Medication Compliance, De-Escalation Techniques, and Reasonable Prudent Parenting Standards (RPPS)
- Provider must have a detailed plan to be able to accept, review, and give a decision on both County DHR and ADHR referrals for admission 24/7 – 365 days a year.
- Screen referrals to ensure the referral meets the criteria in Section 3.0 of the RFP Scope of Project. All children meeting the criteria must be considered for placement.
- Provide the contact information for intake staff, Directors, and Chief Executive Officers to the County DHR Offices and ADHR – Resource Management Division for after hour emergencies.
- Participate and/or provide meaningful input in the ISP process which will include coordinating, monitoring, and evaluating services required to meet child's needs.
- Follow the policy set forth by ADHR to adhere to the federal drug protocol mandate. The policy will provide guidelines for informed consent, minimum and maximum dosage guidelines, prior approval protocols, use of PRN medications, notification regarding medication dosage changes, and required medication testing and monitoring.
- Provide medication monitoring and administration. Use of psychotropic medications shall follow the Oversight of Psychotropic Medication for Children in Foster Care; Title IV-B Health Care Oversight & Coordination Plan that is mandated by the Federal government.
- Provide Basic Needs- provide food, shelter, clothing, hygiene items, etc. as outlined in Principles of Care section in Minimum Standards.
- Provide structured and planned extracurricular activities individualized to the child's interests consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g. band, karate, various sports, Boy or Girl Scouts, etc.
- Provide local transportation at no additional costs for medical appointments, court, school, therapy appointments, child/family team meetings, recreational activities, home visits and family visits. Provider and any personnel providing transportation are prohibited from text messaging while driving a government-owned vehicle or while driving their own privately-owned vehicle during official business or from using government-supplied electronic equipment to text message or email while driving.
- Utilize the Independent Living Skills Assessment for youth 14 and older. Providers shall incorporate the assessment outcomes into service planning and curriculum and provide opportunity for youth to develop independent skills including but not limited to:
  - ✓ Personal Care- health/medical, food/nutrition, clothing care, household chores, money management, leisure time, safety, community resources, housing, transportation, and legal issues
  - ✓ Psychosocial- decision making, relationship building, parenting, sexuality, self-image, communication, and response to authority.
  - ✓ Education- basic education, high school graduation, vocational training, preparation for higher education
  - ✓ Employment and Money Management- job, career, work habits, basic money management.
- Ensure that children are receiving needed educational services, including homework assistance (not tutoring), transportation to school, and access to alternative educational setting, such as on site or community accredited educational services, GED services, or vocational services. as identified in the family's ISP. Ensure that the County DHR receives information on any educational meeting on the child so that the County DHR can attend. Ensure that the County DHR has copies of all educational assessments, IEPs, discipline notices, etc. pertaining to the child and education.



- Ensure children receive routine and emergency eye care, dental care, psychiatric care, and medical care. Work with the County DHR Office to ensure that the EPSDT screening is completed according to schedule; and provide copy of screening to County DHR.
- Support flexible visitation
- Provide ADHR-Division of Resource Management and the County DHR with incident reports on all children in ADHR or County DHR custody. The incidents listed below must be reported to ADHR –Division of Resource Management and the County DHR within 24 hours after occurrence or the first workday following the occurrence, whichever is sooner. This includes reports that are made to Department of Mental Health (DMH) from an approved licensed DMH facility.
  - ✓ Any injury requiring professional medical treatment of any child or staff person while at the facility or away from the facility activities.
  - ✓ Any illness occurring at the facility or during away from the facility activities which requires emergency medical treatment.
  - ✓ Any death occurring at the facility or during away from the facility activities.
  - ✓ Major damage to the facility.
  - ✓ Any litigation involving the facility.
  - ✓ Any traffic accident involving facility children using transportation provided by the facility.
  - ✓ Any arrest or conviction of the licensee or any staff person.
  - ✓ Final disposition of any child abuse/neglect investigation involving the facility, the licensee, or any staff person.
  - ✓ Any incident occurring which places the health, welfare, or safety of a child at risk.

A detailed written report is to be provided to ADHR- Division of Resource Management and the County DHR within five (5) days of an incident.

- All staff is required by law to report any known or suspected child abuse or neglect allegations to the County DHR or the local chief of police or county sheriff. The report must be made immediately by telephone or direct oral communication, followed by a written report, containing all known information.
- The Executive Director of the facility must advise the ADHR-Division of Resource Management, Office of Licensure, about the report no later than the first workday following the alleged incident. For more information regarding items, please see the [Minimum Standards for Residential Child Care Facilities](#).

## **1.4 RESPONSIBILITIES OF THE DEPARTMENT OF HUMAN RESOURCES**

- County DHR is responsible for visiting each child at least once a month. Additional visits could be warranted if directed in the ISP or if a child's status changes
- DHR is responsible for making board payments to the foster parents in accordance with the ADHR board payment rates.
- County DHR is responsible for conducting ISPs per policy and distributing a copy of the plan within the required ten (10) days.
- DHR is responsible for all aspects of a child's medical care. This includes the following:
  - ✓ Prescription medication - the County DHR is responsible for ensuring that each child receives prescribed medication through Medicaid, payment through child's earmarked funds, payment through flex funds etc. If a child is prescribed psychotropic medications the County DHR is responsible for monitoring these medications and following Health Care Oversight & Coordination Plan that is mandated by the Federal government.



- ✓ Doctor's appointments – the County DHR is responsible for ensuring that each child receives the required medical treatment needed.
- ✓ Surgery – the County DHR should be notified of any surgical procedure prior to the procedure unless it is an emergency. The County DHR is responsible for being present when a child is having surgery of any type when that is planned. ADHR or County DHR have the right and duty to make medical decisions subject to any residual parental rights and responsibilities and/or ADHR policy.
- ✓ Emergency treatment – providers will initiate emergency attention and treatment for a child requiring immediate medical attention, but the County DHR is responsible for seeing the child as soon as possible and determining that appropriate care is being received. The County DHR is responsible for follow up and discharge planning.
- ✓ The County DHR is responsible for ensuring the child's eligibility for Medicaid and or private insurance coverage if not eligible for Medicaid.
- ✓ The County DHR is responsible for the EPSDT periodic screening and inter-periodic screenings for children in custody. The County DHR is responsible for the initial medical exam which can be obtained through the periodic screening.

- **VISITATION/TRANSPORTATION** – The County DHR is responsible for transportation that is not local. The County DHR is responsible for assessing the progress or lack of progress of family visits. If a Provider is supervising visits the worker should be reviewing the reports of the visits and periodically observe the interactions themselves due to required court testimony to support any recommendation made by the County DHR.
- **CLOTHING** – The County DHR is responsible for ensuring that the child has the required initial clothing and works with the provider to address any specific clothing needs over the time of the placement, such as for extracurricular activities, school requirements, etc. Community resources should be accessed if there are no private earmarked funds or other funding sources to cover the expenditures needed for the child.
- **EXTRA CURRICULAR ACTIVITIES** - Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g., band, karate, various sports, Boy or Girl Scouts, etc. ADHR or County DHR, whichever is appropriate, will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation. The ADHR or the County DHR, whichever is applicable, can use a child's private earmarked funds, the foster care trust fund, ILP funds, or flex funds to pay for items such as musical instruments, lessons, sports equipment, etc. The ISP should address the activity for the child.

## **1.5 ADDITIONAL SERVICES FOR YOUTH FROM 14 TO 21 YEARS OLD**

**This section addresses specific services for youth who are considered Independent Living age which is 14 through 21 years old. These services are designed to prepare youth for successful transition from foster care toward Independent Living.**

- A. Providers must begin referencing the ILP Framework, Youth Assessment Summary and Alabama Transition Plan when establishing ILP's and treatment plans.
  1. If a youth is already in placement upon reaching the age of 14 years, providers should be provided with a copy of Youth Assessment Summary. IL funds cannot be used on said youth until this assessment is completed.
  2. Youth 17 years of age or older should have an Alabama Transition Plan connected to their case plan. This Transition Plan can begin earlier than age 17 if recommended by the ISP team.



- B. An emphasis should be placed on training youth toward increasing responsibility of managing their own needs (medical, educational, mental health, etc.) with appropriate supports. The youth's progress toward achieving goals should be listed in terms of development of skills listed from the ILP framework and should relate to services provided during the month.
- C. Youth should be granted increasing responsibility to manage their medical and mental health needs. Demonstration related to medication competency should be assessed with a focus on building capacity to afford youth the ability to administer their own medication, when deemed appropriate by the ISP Team.
- D. Skill building connected to the ISP and Alabama Transition Plan must be tailored to a youth's current level of functioning moving them from an awareness of skill to learning and doing the skills. Skill areas include personal growth/social development; family supports/healthy relationships; health education/risk prevention; education, employment, and career preparation; money management; housing and home management; and transportation.
- E. When youth do not have an established or healthy relationship with their family, provider will work to establish at least one adult or mentor that has the potential to remain active in the youth's life once they have left foster care; providers should help promote permanent connections for youth.
- F. When youth reach 19 years of age, there should be a stronger emphasis on placements where the youth can seamlessly age out of care, with little housing disruption, like supervised ILP, long-term foster care or adoptive home. Throughout their placement there should be a focus on building support systems that will endure after the youth leaves foster care.
- G. Older youth (starting no later than age 16) should be given the opportunity to obtain and maintain employment so they can begin to assume financial responsibilities before they leave care. For youth who are experiencing delays or gaps with employment, providers can arrange up to 20 hours per week of volunteer hours while youth seek employment with agreement with the ISP team.
- H. Youth should be encouraged and assisted in participating in activities that provide focus on building IL skills related to healthy relationships, vocation education, financial responsibility and serving their community. These youth should also be provided the opportunity to participate in their local and State IL meetings, camps, and other IL sponsored/supported event

## **1.6 PARTNERSHIP COMMITMENT AND COLLABORATION REQUIREMENT**

- Provider must maintain a strong working relationship with the Department at the state and county levels
- Provider must be committed to active collaboration, transparency, responsiveness, and solution-focused communication with DHR staff
- Provider must ensure a cooperative partnership, including strategies for conflict resolution, shared decision-making, and alignment with Department priorities



## ATTESTATIONS AND DECLARATIONS FOR PROVISION OF SERVICES

### VENDOR PROFILE AND EXPERIENCE

I (Vendor) attest that I have \_\_\_\_\_ months/years of experience providing Basic Residential Services and/or services similar to those requested in the Addendum A for this procurement.

### PAST AND PRESENT CONTRACTUAL RELATIONSHIPS WITH THE DEPARTMENT

I (Vendor) attest that I have listed below all current and past contracts with the Department and other state agencies including colleges/universities within the last three (3) years. If no such contracts exist, so declare.

I currently have the following contracts with the state agencies listed below:


**OR**

I (Vendor) declare that I have had no contracts with the Department or any other state agency including colleges/universities within the last three (3) years.

**AND;**

I (Vendor) declare that none of our employees have been an employee of the State of Alabama within the past two (2) years.

**OR**



I (Vendor) declare that the following employees have been an employee of the State of Alabama within the past two (2) years. \_\_\_\_\_

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## CONTRACT PERFORMANCE

I (Vendor) declare that neither I nor any proposed subcontractor has had a contract terminated for default during the past five years. We did not receive notice to stop performance delivery due to non-performance or poor performance and no issues were (a) not litigated due to inaction on the part of the Vendor; nor (b) litigated where litigation determined the vendor to be at default.

**OR**

I (Vendor) declare that I and/or a proposed subcontractor have had a contract terminated for default during the past five years and we received a notice to stop performance delivery due to nonperformance or poor performance. The issue was (a) not litigated due to inaction on the part of the vendor; and/or (b) litigated and such litigation determined the vendor to be in default.

I (Vendor) declare that I and/or a proposed subcontractor have had a contract terminated for default during the past five years and we received a notice to stop performance delivery due to nonperformance or poor performance. The issue was (a) not litigated due to inaction on the part of the vendor; and/or (b) litigated and such litigation determined the vendor to be in default.

**AND**

I (Vendor) declare that at no time during the past five years, have we had a contract terminated for convenience, non-allocation of funds, or any other reason, where termination occurred before completion of all obligations under the initial contract provisions.

**OR**

I (Vendor) declare that during the past five years, we have had a contract terminated for convenience, non-allocation of funds, or any other reason, where termination occurred before completion of all obligations under the initial contract provisions.

I (Vendor) declare that I and/or a proposed subcontractor have had a contract terminated for default during the past five years and we received a notice to stop performance delivery due to nonperformance or poor performance. The issue was (a) not litigated due to inaction on the part of the vendor; and/or (b) litigated and such litigation determined the vendor to be in default.

**AND**

I (Vendor) declare that at no time during the past five years, have we had a contract terminated for



convenience, non-allocation of funds, or any other reason, where termination occurred before completion of all obligations under the initial contract provisions.

**OR**

I (Vendor) declare that during the past five years, we have had a contract terminated for convenience, non-allocation of funds, or any other reason, where termination occurred before completion of all obligations under the initial contract provisions.

### **PROJECT STAFF/ JOB DESCRIPTIONS**

I (Vendor) attest that I have attached to this application, job descriptions for all staff involved in this project. Each position has been described in a separate document, and the description includes the following: (1) title of the position; (2) the process or procedure for supervision; (3) minimum education, training and experience required; (4) working hours; (5) salary range; (6) narrative job summaries; and, (7) specific duties and responsibilities.

I (Vendor) attest that I have sufficient staff to perform the services required in the Addendum A for this procurement. I further attest that if sufficient staff is not currently available, staff will be obtained to provide the services by the start of the contract.

### **BACKGROUND CHECKS**

I (Vendor) attest that I will adhere to the Department's background policy. I will ensure that no staff, regardless of level, has not been the subject of any incident or investigation which would call into question the propriety of that employee's working with this population of vulnerable adults.

I (Vendor) have attached to this application, documentation that each employee has a criminal background check, which includes ABI, FBI, and the CAN registry. I attest that I will adhere to the Department of Human Resources' policies and procedures for reporting allegations of abuse, neglect, and exploitation. I attest that I will adhere to the Department of Human Resources' policies and procedures for addressing occurrences when an incident allegation is indicated or non-indicated.

### **VENDOR FINANCIAL STABILITY**

I (Vendor) have attached to this application, the audited financial statement for the past year and letters from the auditor(s) who performed the previous two (2) financial audits immediately preceding the date of this application.

**OR**

I (Vendor) attest that I am a newly formed organization, who has been in business less than one year. I have attached to this application, copies of quarterly financial statements that have been prepared since the end of the period reported by our most recent annual report.

### **METHOD OF PROVIDING SERVICES**

### **SERVICE DELIVERY APPROACH**



I (Vendor) \_\_\_\_\_ agree to provide Basic Residential services as described in the Addendum A for this procurement and to provide services at rates not to exceed those specified in the contract. By submitting an application for a contract for Basic Residential Services, if awarded, I agree to acceptance of the Standard Terms and Conditions and any other provisions that are specific to this contract.

#### **START-UP PLAN**

I (Vendor) attest that I will be fully operational by the date indicated on the application.

#### **ASSESSMENT OF BENEFITS AND IMPACT**

I (Vendor) attest that I will assess the services provided to determine their effectiveness. I attest that I will implement a process approved by the Family Services Division to determine if expected benefits have occurred and their impact to program participants.

#### **OFFICE LOCATION**

I (Vendor) attest that the physical address where services will be performed under a contract with the Department in the event the Vendor becomes the Contractor will :

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## VENDOR CERTIFICATIONS

### **VENDOR CERTIFICATIONS**

Vendors must sign each statement below attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this Application. Further, by submitting this Application, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

#### **DEBARMENT**

I (Vendor) attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

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Authorized Vendor Signatory

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Date

#### **STANDARD CONTRACT**

I (Vendor) agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this Application. Further, any contract executed pursuant to the Application must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

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Authorized Vendor Signatory

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Date



## **FINANCIAL ACCOUNTING**

I (Vendor) agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

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Authorized Vendor Signatory

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Date

## **VENDOR WORK PRODUCT**

I (Vendor) attest that the application submitted is the work product of said vendor. If the application is determined not to be the work product of the vendor, the application may, at the Department's sole discretion, be rejected.

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Authorized Vendor Signatory

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Date



## APPENDIX F: COST ATTESTATION

I (Vendor) understand that there is no payment for traditional level foster home placements to the vendor.

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Authorized Vendor Signatory

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Date

I (Vendor) understand that traditional level foster homes will receive a board payment from the State of Alabama.

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Authorized Vendor Signatory

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Date



# State of Alabama Disclosure Statement

Required by Article 3B of Chapter 16 of Title 41, Code of Alabama 1975

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ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract    Proposal    Request for Proposal    Invitation to Bid    Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes    No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes    No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/ STATE DEPARTMENT/  
FAMILY MEMBER ADDRESS PUBLIC EMPLOYEE AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

1. **What is the primary purpose of the proposed legislation?**

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

1. **What is the primary purpose of the study?** (10 points)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

<b>NAME OF PAID CONSULTANT/LOBBYIST</b>	<b>ADDRESS</b>

***By signing below, I certify under penalty of perjury (in the jurisdiction in which it is executed) that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a person who knowingly violates this article shall be subject to civil penalty in an amount of ten thousand dollars (\$10,000), or 10 percent of the amount of the contract, whichever is less, to be deposited in the State General Fund. Also, the contract or grant shall be voidable by the awarding agency.***

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_ Jurisdiction in which this Disclosure Statement is executed \_\_\_\_\_

Date \_\_\_\_\_

Jurisdiction in which this Disclosure Statement is executed

*The disclosure statement is required to be completed and filed with grant proposals in excess of \$25,000 and contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts.*

## APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM

**STATE OF ALABAMA**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**  
**STATE COMPTROLLER'S OFFICE**

**INSTRUCTIONS.** In order to receive payment by the State of Alabama, a correct tax identification number, name and address must be on our files. To insure that accurate tax information is reported on Form 1099 for federal income tax purposes, please:

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

IDENTIFICATION NUMBER \_\_\_\_\_  
Check one \_\_\_\_\_ Federal Employer Identification Number (FEIN)  
Social Security Number (SSN)

NAME OF ORGANIZATION: \_\_\_\_\_ PHONE: \_\_\_\_\_

LEGAL BUSINESS ADDRESS: \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: \_\_\_\_\_

PART 2 – BUSINESS DESIGNATION. Circle the designation that identifies your type of trade or business.

1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A corporation formed under the laws of any state within the United States)

2 - NOT FOR PROFIT CORPORATION (Section 501 (c) (3))

3 - PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST

4 - SOLE PROPRIETORSHIP OR SELF-EMPLOYED (Identification number must be Social Security Number)

5 - NONCORPORATE RENTAL AGENT

6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)

7 - FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY  
(A corporation or other foreign entity formed under the laws of a country other than the United States or an individual temporarily in the United States who pays taxes as a citizen of a country other than the United States.)

NOTE: Failure to complete and return this form may subject you to backup withholding in the amount of 20% of future payments pursuant to Section 3406, Internal Revenue Code.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REQUEST AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

---

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ (\_\_\_\_\_) TELEPHONE NUMBER  
(If different from above)

## TITLE

DATE

( )

**TELEPHONE NUMBER  
(If different from above)**

## TITLE

**PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES**

## APPENDIX D: CERTIFICATE OF COMPLIANCE

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

### CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: \_\_\_\_\_

RE Contract/Grant/Incentive (*describe by number or subject*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
by and between  
(Contractor/Grantee) and  
(State Agency, Department or  
Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY**. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER**. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

## Department of Human Resources

**APPENDIX D: CERTIFICATE OF COMPLIANCE**

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness