

Application for Contract
Crisis Stabilization Program (CSP)
Entire packet must be submitted via email
to 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 by:



Alabama Department of Human Resources Application Instructions – Crisis Stabilization Program

Thank you for your interest in contractual services through the Alabama Department of Human Resources (ADHR). Please carefully review the Application Instructions, Evaluation and Selection Process, Vendor's Document Checklist, 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.

Services Overview:

The Alabama Department of Human Resources seeks qualified vendors to provide a Crisis Stabilization Program (CSP) in a congregate care, which provides room, board, and a basic array of services in a temporary setting. Crisis stabilization services are to be used in rare circumstances when more permanent, planned placement services are not feasible due to extenuating circumstances, e.g., the late hour of the day, unknown family history or support, etc. Children or youth referred to this program must have short-term, emergency placement services as an identified need. This program will be offered to children in custody of Mobile or Baldwin County Department of Human Resources. 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:

- All vendors must provide a detailed plan explaining all items in Addendum A and addressing how all requirements of Addendum A will be met.
- Vendors must be licensed by the Department of Human Resources. Vendors must obtain a Residential Child Care Facility to provide services in a congregate care setting 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 forms (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
- All vendors must provide a detailed Start-up Plan with a project schedule that comprises 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 including the fully operational date, 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 5 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 including Fully Operational Date**
8. _____ **Detailed explanation of all items in Addendum A with a plan addressing how the requirements of the contract will be met.**
9. _____ **Appendix F (Cost Proposal)**
10. _____ **Completed Attestation and Declaration for Provision of Services**
11. _____ **Audits or Financial Statements**
12. _____ **Resumes/Job Descriptions for All Employee Levels assigned to this contract**
13. _____ **Signed Vendor's Certifications**

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



ADDENDUM A

1.0 CRISIS STABILIZATION PROGRAM (CSP)

A Crisis Stabilization Program (CSP) is a congregate care, which provides room, board, and a basic array of services in a temporary setting. These programs must meet the minimum requirements for shelters as defined by the Minimum Standards for Residential Child Care Facilities or for foster homes. Crisis Stabilization services are to be used in rare circumstances when more permanent, planned placement services are not feasible due to extenuating circumstances, e.g., the late hour of the day, unknown family history or support, etc. The Family Services Division Program Requirements and Core Services are listed below as representation of the services at minimum that each child shall receive, as applicable, in this type of placement. Children or youth referred to this program must have short-term, emergency placement services as an identified need. This program will be offered to children in custody of Mobile or Baldwin County Department of Human Resources.

1.1 POPULATION TO BE SERVED

Children or youth referred to this program must be new entries into foster care where the specific placement needs of the children are not known. The child must have no current psychological evaluation (within the past twenty-four months) that provides a DSM diagnosis. During a child or youth's placement in a crisis stabilization program, he or she must receive the full array of services that are needed during the placement. Placements in the program shall be for only as long as needed to diffuse a crisis situation and/or until a more permanent placement can be identified. Crisis Stabilization placements shall not exceed 30 days. During the 30-day placement, the county DHR office shall be responsible for the scheduling of a psychological evaluation and Mult-dimensional Assessment Tool (MAT) assessment. Discharge planning must begin at the time of placement.

1.2 LENGTH OF PLACEMENT

CSP placements shall not exceed thirty (30) days. Dependent on the unique situation of each youth, the length of stay may be shorter.

1.3 PROGRAM REQUIREMENTS

Providers must meet the licensing criteria set forth in the Minimum Standards for Residential Child Care Facilities. Youth placements shall fall into the following two settings:

Placement for youth ages 13-16

Placement for youth ages 16-20

1.4 PLANNING RESPONSIBILITY

The County Department of Human Resources 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 Department of Human Resources, State Department of Human Resources- Resource Management Division, and State Department of Human Resources - Family Service Division.

1.5 RESPONSIBILITIES OF THE CSP PROGRAMS

- Maintain licensed, safely staffed, secure settings which adhere to state minimum standards.
- Ensure that all staff complete all required training as detailed in Minimum Standards for Residential Child Care Facilities within the time frames indicated.



- Provider must include credentials and training of individuals providing service.
- **Accept referrals for admissions 24/7 and 365 days a year.**
- Provide staff (rotating & awake) to be available for children 7 days a week, 24 hours a day.
- Provide the contact information for intake staff, Directors, and Chief Executive Officers to the County DHR Offices and SDHR – 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 youth’s needs.
- 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 youth’s interests.
- 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.
- Providers must prohibit their personnel 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.
- In conjunction with the ISP team, the Provider must develop a discharge plan to include a recommendation for aftercare. The discharge plan must be developed at the time of placement.
- Ensure that children are receiving needed educational services, including homework assistance (not tutoring), transportation to school, and access to alternative educational settings as identified in the family’s ISP. On site or community accredited educational services, GED services, or vocational services. 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.
- Follow the policy set forth by Alabama Department of Human Resources to follow 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.
- Support flexible visitation with opportunity to do visitation on campus. Support and engage youth in flexible sibling visitation plans. Facilities may not restrict visitation for reasons of punishment to the youth.
- Ensure that all crisis intervention is addressed in the ISP to determine how often the child will receive the service. The County Office will provide the DHR-1878 to the Provider to ensure services are authorized.
- Provide SDHR-Division of Resource Management and the County DHR with incident reports on all children in DHR custody. The incidents listed below must be reported to SDHR –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 SDHR- 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 Department of Human Resources 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 Alabama Department of Human Resources-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.

1.6 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
- 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 periodic screening.
- VISITATION/TRANSPORTATION – Core services requires that the Provider assist with local transportation. The county is responsible for transportation that is not local. The county is responsible



for assessing the progress or lack of progress in 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.

- CLOTHING – The county department 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, and 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.

1.7 DISCHARGE PLANNING

Discharge planning must begin at the time of placement.

1.8 REJECTIONS POLICY

All referrals deemed appropriate should be accepted.

1.9 OUTCOMES AND TRACKING

It is expected that all outcomes will be directly related to safety, permanency, and well-being. General outcomes that will be measured by all Providers are:

- The percentage of the children fully assessed and stepping down to an appropriate placement within thirty (30) days of program entry.
- The percentage of children that exceeded the 30-day program allotment and the reasons why.
- Submit Child Info to SDHR-Office of Resource Management within 72 hours of status change to include but not limited to: Referral Status change (Reason if applicable), Admission Date, Discharge Info, etc. (Portal updates)
- Submit Invoices to SDHR-Division of Resource Management by the 5th calendar day of each month for children served during the prior month. All billing including Revisions to invoices already processed are to be submitted no later than 60 days from month of service, unless otherwise specified. Failure to submit requests for payment within appropriate time frames may result in payment not being made.

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.

1.10 RECORD RETENTION

All records must be kept until the age of majority of the child (19) plus two years (21).



ATTESTATIONS AND DECLARATIONS FOR PROVISION OF SERVICES

VENDOR PROFILE AND EXPERIENCE

I (Vendor) attest that I have _____ months/years of experience providing services and/or services similar to those requested in 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 contract exists, 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. _____



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.

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 Addendum A for this procurement. I further attest that if sufficient staff are 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 employee, 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 children or 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 for 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 services as described in 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 providing services for Alabama Department of Human Resources, 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:



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."

Authorized Vendor Signatory

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.

Authorized Vendor Signatory

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.

Authorized Vendor Signatory

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.

Authorized Vendor Signatory

Date

APPENDIX F: COST PROPOSAL

Contract Number:		DHR USE ONLY	Taxpayer ID#:
Agency:			
Address:			
Project Title:			
Budget Period:			

Rate Information:

YEAR 1:

Proposed Cost for Year 1: Number of Male Slots _____ x \$45.00 Fixed Daily Rate X 365 Days =
\$ _____ Total Annual Cost

Proposed Cost for Year 1: Number of Female Slots _____ x \$45.00 Fixed Daily Rate X 365 Days
= \$ _____ Total Annual Cost

YEAR 2:

Proposed Cost for Year 2: Number of Male Slots _____ x \$45.00 Fixed Daily Rate X 365 Days =
\$ _____ Total Annual Cost

Proposed Cost for Year 2: Number of Female Slots _____ x \$45.00 Fixed Daily Rate X 365 Days
= \$ _____ Total Annual Cost



State of Alabama Disclosure Statement

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

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

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.)

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:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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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 _____

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 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;

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