



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES

**REQUEST FOR PROPOSALS
FOR PSYCHOLOGICAL EVALUATIONS AND TESTING @ WOODLAND
HILLS & NEW VISIONS YOUTH DEVELOPMENT CENTERS**

RFP # 35910-62017 Issue Copy

1. INTRODUCTION

The State of Tennessee, Department of Children's Services, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) with the intent to award a contract for Psychological Evaluations and Testing at Woodland Hills and New Visions Youth Development Centers (WH&NVYDC) in Nashville, Davidson County, Tennessee.

The RFP defines minimum service requirements; solicits proposals; details proposal requirements; and, outlines the State's process for evaluating proposals and selecting a contractor to provide the required service. Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

- 1.1. Scope of Service, Contract Period, & Required Terms and Conditions.** The contract awarded pursuant to this RFP will be drafted in accordance with the RFP Attachment 7.4., *Pro Forma Contract*, which details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

- 1.2. Nondiscrimination.** No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- 1.3. RFP Communications.** Reference the RFP identification number, **RFP # 35910-62017**, in all communications relating to this RFP, and direct any such communications to the following person designated as the RFP Coordinator.

Dana Scott
Department of Children's Services
Contracts and Grants Administration
Cordell Hull Building, 7th Floor
436 6th Avenue North
Nashville, TN 37243
Phone: 615-741-1207
Fax: 615-244-8969
E-Mail: dana.scott@tn.gov

Unauthorized contact about this RFP with employees or officials of the State of Tennessee may result in disqualification from consideration under this procurement process.

Notwithstanding the foregoing, potential proposers may also contact the following as appropriate: (a) staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and (b) the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Steve Hovies, Director
 Department of Children's Services
 Division for Diversity Initiatives
 1200 Foster Avenue, Menzler I
 Nashville, TN 37243
 Phone: 615-253-0040
 Fax: 615-532-4013
 E-Mail Address: Steve.Hovies@tn.gov

- 1.4. **Proposer Required Review & Waiver of Objections.** Each potential proposer must carefully review this RFP, including but not limited to, attachments (including the *Pro Forma* Contract) and any amendments, to identify any issues, questions, comments, defects, objections, or other matter requiring clarification or correction (collectively called "issues"). A potential proposer with issues concerning this RFP must provide such in writing to the State no later than the Proposal Deadline detailed in the RFP Section 2, *Schedule of Events*. Protests based on any issues shall be considered waived and invalid if the issues have not been brought to the attention of the State, in writing, by the Proposal Deadline.

2. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate for this RFP. The state reserves the right, at its sole discretion, to adjust the Schedule of Events or to otherwise amend this RFP at any time. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		August 5, 2010
2. Proposal Deadline	2:00 p.m.	August 16, 2010
3. Qualifications Evidence Evaluations Completed		August 19, 2010
4. Cost Proposals Opened & Lowest Cost Identified	2:00 p.m.	August 20, 2010
5. Award Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 23, 2010
6. Contract Signed by the State		September 2, 2010
7. Contractor Signature Deadline	2:00 p.m.	September 10, 2010

3. PROPOSAL REQUIREMENTS

- 3.1. **Two Part Proposal.** A proposal in response to this RFP must consist of two parts— Qualifications Evidence (including any supporting documentation) and a Cost Proposal. A Proposer is liable for any and all proposal errors or omissions.

3.1.1. QUALIFICATIONS EVIDENCE

The RFP Attachment 7.2., *Qualifications Evidence Guide* details specific mandatory requirements for making a proposal in response to this RFP. A Proposer must duplicate RFP Attachment 7.2. to cover (as a table of contents), organize, reference, and complete the Qualifications Evidence portion of the proposal. All information and documentation included must address a specific requirement item detailed in the RFP Attachment 7.2., *Qualifications Evidence Guide* and must be clearly referenced. The State will deem any information not meeting these criteria to be extraneous and will not review it.

NOTICE: DO NOT include any pricing or cost information in any part of the Qualifications Evidence. If a Proposer includes any pricing or cost information amount of any type (even pricing relating to other projects) within the Qualifications Evidence, the state will deem the proposal non-responsive and reject it.

3.1.2. COST PROPOSAL

A Proposer must use an exact duplicate of the RFP Attachment 7.3., *Cost Proposal Guide* to record only the proposed cost exactly as required by the *Cost Proposal Guide*. A Proposer must sign and date the Cost Proposal. The Cost Proposal, recorded as required, must incorporate ALL costs for ALL services under the contract for the total contract period. A Proposer must NOT record any other rates, amounts, or information except that which is specifically required.

NOTICE: The state will deem the proposal non-responsive and reject it if a Proposer fails to submit a Cost Proposal exactly as required.

3.2. **Proposal Delivery**

- 3.2.1. A Proposer must submit the Qualifications Evidence (addressing the RFP Attachment 7.2., *Qualifications Evidence Guide*) to the State in a sealed envelope clearly labeled:

**“DO NOT OPEN – RFP # 35910-62017– QUALIFICATIONS EVIDENCE
FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.2. A Proposer must submit the Cost Proposal (using an exact duplicate of the RFP Attachment 7.3., *Cost Proposal Guide*) to the State in a separate, sealed envelope clearly labeled:

**“DO NOT OPEN – RFP # 35910-62017– COST PROPOSAL
FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.3. The separately sealed Qualifications Evidence and Cost Proposal components of the proposal may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP # 35910-62017– SEPARATELY SEALED QUALIFICATIONS EVIDENCE & COST
PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.4. A proposal must be delivered to the following address.

Dana Scott
Department of Children's Services
Contracts and Grants Administration
Cordell Hull Building, 7th Floor
436 6th Avenue North
Nashville, TN 37243

3.3. **Proposal Deadline.** A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, *Schedule of Events*. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

3.4. **Proposer/Proposal Prohibitions:**

- A Proposer will NOT be allowed to alter or revise proposal documents after the Proposal Deadline unless such is formally requested, in writing, by the State.
- A proposal must NOT include the Proposer's own contract terms and conditions.
- A proposal must NOT restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal.
- A Cost Proposal must NOT result from any collusion between Proposers.
- A Proposer must NOT provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect.

4. **GENERAL INFORMATION & REQUIREMENTS**

4.1. **Conflict of Interest.** This RFP shall not result in a contract with:

- an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this subsection, the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

4.2. **State Right of Rejection.** Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.3. **State Right to Refuse Personnel.** The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing

service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.4. **Disclosure of Proposal Contents**

- 4.4.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.4.2. The State will hold all proposal information in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after the Proposal Deadline detailed in the RFP Section 2, *Schedule of Events*.
- 4.4.3. Proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7) after the State completes proposal evaluations and issues an Evaluation Notice.

4.5. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. **PROPOSAL EVALUATION & CONTRACT AWARD**

The RFP Coordinator will review each proposal for compliance with all general RFP requirements. Then, a Proposal Evaluation Team of at least three procuring agency employees will review the Qualifications Evidence and any supporting documentation for each compliant proposal. For a proposal in response to this RFP to be acceptable and eligible for contract award, all evaluators must determine that the Qualifications Evidence documents that the Proposer meets the mandatory qualifications and experience requirements and is otherwise, at least, minimally acceptable as a contractor for the subject services. The State will document, in writing, any determination (and the specific reasons therefore) that a Proposer's Qualification Evidence failed to adequately address and document both compliance with mandatory requirements and acceptability for contract award.

After the evaluation of Qualifications Evidence is completed, the RFP Coordinator will review the Cost Proposal submitted by each Proposer deemed acceptable for contract award. The RFP Coordinator will assess whether each Cost Proposal complies with RFP requirements without qualification. The RFP Coordinator will document, in writing, any determination (and the specific reasons therefore) that a Cost Proposal is non-compliant with requirements such that the Proposer is non-responsive to the RFP.

The RFP Coordinator will identify the responsive, responsible Cost Proposal indicating the lowest cost to the state, and the procuring agency will award the contract to the Proposer offering the lowest cost. In the event that two or more Proposers offer the same lowest cost, the RFP Coordinator will request a Best and Final Cost Proposal from the tied Proposers. Should a second tie result, the State will award the contract to one of the tied Proposers by chance.

6. **CRIMINAL BACKGROUND CHECKS**

Upon notification of the Contract Award, the winning proposer must immediately submit fingerprint samples to effect background checks for all contract personnel that are to work under this contract. Individuals failing to pass the Criminal Background Check shall not provide services under this contract.

The winning proposer assumes all responsibility for the payment of all fees for background checks. The current cost for processing electronic fingerprint samples is Fifty Dollars, (\$50.00). Please see E.19. of the Pro Forma contract located in Section 7.4 of this RFP for further details.

Should an individual proposer, proposing to be the sole person to provide services, fail the Criminal Background Check, the State will withdraw the Contract Award and offer it to the remaining Proposer with the lowest proposed cost.

PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the *Proposal Statement of Certifications and Assurances* below as required, and it must be included in the Qualifications Evidence (as required by the RFP Attachment 7.2., *Qualifications Evidence Guide*).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 7.4., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 7.4., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.

By signing this *Proposal Statement of Certifications and Assurances* below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

QUALIFICATIONS EVIDENCE GUIDE

The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number(s) for each item in the appropriate space below.

Prior to State evaluation of Qualifications Evidence, the RFP Coordinator will review each proposal for compliance with all RFP requirements, including but not limited to:

- The proposal must be delivered to the State no later than the Proposal Deadline specified in the Schedule of Events.
- The Qualifications Evidence and the Cost Proposal must be packaged separately as required in RFP Section 3.2.
- The Qualifications Evidence must NOT contain cost or pricing information of any type.
- The Qualifications Evidence must NOT contain any restriction(s) of the rights of the State or other proposal limitation.

The Proposal Evaluation Team will, then, review the Qualifications Evidence to determine if the mandatory requirement items are addressed as required and that it documents that the Proposer meets each mandatory qualification and experience requirement and is otherwise, at least, minimally acceptable as a contractor for the subject services.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	QUALIFICATIONS EVIDENCE
	7.2.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	7.2.2.	Provide the RFP Attachment 7.1., <i>Proposal Statement of Certifications and Assurances</i> completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.
	7.2.3.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to reject any proposal or cancel any award.
	7.2.4.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details. NOTE: Any issues relating to such a matter shall be solely within the discretion of the State, and the State reserves the right to reject any proposal or cancel any award.
	7.2.5.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTES: Any issues relating to such a matter shall be solely within the discretion of the State, and the State reserves the right to reject any proposal or cancel any award. All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	7.2.6.	Provide a valid, Certificate of Professional Malpractice Liability Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following: (a) Insurance Company (b) Proposer's Name and Address as the Insured (c) Policy Number

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	QUALIFICATIONS EVIDENCE
		(d) The following minimum insurance coverage: A limit of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate.
	7.2.7.	Provide a copy of a current license, which qualifies the individual(s) to perform the duties of this contract issued by the State of Tennessee Health Related Board of their specified discipline.

COST PROPOSAL GUIDE

NOTICE: THE COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for all services set forth in the RFP Attachment 7.4., *Pro Forma Contract* and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:									
PRINTED NAME & TITLE:									
DATE:									
PROPOSER LEGAL ENTITY NAME:									
Cost Item Description	Proposed Cost						State Use ONLY		
	Sept 15, 2010— June 30, 2011	July 1, 2011— June 30, 2012	July 1, 2012— June 30, 2013	July 1, 2013— June 30, 2014	July 1, 2014— June 30, 2015	Sum	Evaluation Factor	Evaluation Cost (sum x factor)	
Diagnostic Clinical Interviews	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW		8		
Enhanced Diagnostic Clinical Interviews	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW		101		
Comprehensive Psychological Evaluations)	\$ /EVAL	\$ /EVAL	\$ /EVAL	\$ /EVAL	\$ /EVAL		48		

PROPOSER LEGAL ENTITY NAME:										
Cost Item Description	Proposed Cost					State Use ONLY				
	Sept 15, 2010— June 30, 2011	July 1, 2011— June 30, 2012	July 1, 2012— June 30, 2013	July 1, 2013— June 30, 2014	July 1, 2014— June 30, 2015	Sum	Evaluation Factor	Evaluation Cost (sum x factor)		
Partial Comprehensive Psychological Evaluations:										
Personality, Behavior and Emotional	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Intelligence Functioning	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Academic Strengths/Weaknesses	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Functional Capabilities/ Adaptive Behavior	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Alcohol/Drug	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Sexual Abuse	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Suicide/Depression	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Vocational Interest/Aptitude	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Psycho-Educational Evaluations	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		40			
Psychosexual Evaluations	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		9			
Post-Treatment Psychosexual Evaluations	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL		5			

PROPOSER LEGAL ENTITY NAME:		Proposed Cost						State Use ONLY		
Cost Item Description	Sept 15, 2010— June 30, 2011	July 1, 2011— June 30, 2012	July 1, 2012— June 30, 2013	July 1, 2013— June 30, 2014	July 1, 2014— June 30, 2015	Sum	Evaluation Factor	Evaluation Cost (sum x factor)		
Case and Program Consultation	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		22			
Staff Training (Per Hour Regardless of Group Size)	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		8			
Clinical Supervision (Per Hour Regardless of Group Size)	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		52			
EVALUATION COST AMOUNT (sum of evaluation costs above): <i>The state will use this sum to determine the Cost Proposal reflecting the lowest cost to the state. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>										
State Use – RFP Coordinator Signature, Printed Name & Date:										

PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by field descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

*PRO FORMA CONTRACT**DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL POLICY*

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the "State" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of Psychological Evaluations and Testing at Woodland Hills and New Visions Youth Development Centers (WH&NVYDC) in Nashville, Davidson County, Tennessee, as further defined in the "SCOPE OF SERVICES."

The Contractor is A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.

Contractor Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. Licenses and certificates of providers working under this contract shall be valid and current according to Tennessee Code Annotated, Title 63, Chapter 11, and the Rules of the Tennessee Board of Examiners in Psychology. Proof of licensure or certification must be provided to DCS before any services are performed under this contract.
 - A.2.a. Services shall be provided by:
 - A.2.a.i. a Licensed Psychologist designated as a Health Service Provider (HSP), or
 - A.2.a.ii. Licensed Senior Psychological Examiner (SPE), or
 - A.2.a.iii. Graduate Student working under the supervision of a Licensed Psychologist (HSP)
 - A.2.b. All providers must maintain licensure and professional liability insurance in the State of Tennessee and provide DCS (Woodland Hills and New Visions Youth Development Centers (WH&NVYDC) with a copy of each yearly renewal.
 - A.2.c. Services must be provided in accordance with Standards of Practice comparable to those of the community and in compliance with State and Federal laws.
 - A.2.d. All of the evaluations, assessments, recommendations and final written reports to DCS that are performed by a psychological examiner or psychological assistant, must receive supervisory reviews provided by a supervising licensed Psychologist – HSP. Supervisory reviews should include, but not be limited to, a review of the tests administered, the methods of evaluation utilized and be approved before submitting the original report on the date due.
 - A.2.e. The Contractor must: provide documentation establishing each practitioner's qualifications to practice within the proposed scope of service; maintain licensure and professional liability insurance in the State of Tennessee; immediately provide the State with a copy of each yearly renewal upon receipt.
 - A.2.f. Acceptability of each service provider's education and experience to provide services specified within this contract shall be determined by DCS.

- A.3. The Contractor will provide services as detailed in this Scope of Services providing: diagnostic clinical interviews; enhanced diagnostic clinical interviews; comprehensive psychological evaluations; requested partial psychological evaluations; psychosexual evaluations, psychological-educational (psycho-educational) evaluations; measure of vocational interest and/or aptitude;), school record reviews and other services as specified elsewhere in this contract and requested by Department of Children's Services (DCS) staff, for students located at Woodland Hills and New Visions Youth Development Center.
- A.4. Diagnostic Clinical Interview:
- A.4.a. Diagnostic Clinical Interviews shall include, but not be limited to:
- A.4.a.i. A clinical assessment of personality, behavior, or emotional status,
- A.4.a.ii. A clinical assessment of intellectual functioning.
- A.4.a.iii. An assessment of academic strengths and/or weaknesses. This may involve a review of school records and school testing.
- A.4.a.iv. A clinical assessment of sexual abuse and/or sexual perpetration issues.
- A.4.a.v. A clinical assessment of adolescent depression, suicide, self-harm issues, and homicidal ideations.
- A.4.a.vi. A clinical assessment of alcohol and drug usage. A self report such as the Substance Abuse Subtle Screening Inventory (SASSI) may be used.
- A.4.a.vii. A complete file review of the available information;
- A.4.a.viii. A clinical interview;
- A.4.a.ix. Treatment recommendations and a current Diagnostic Statistical Manual (DSM) Diagnosis.
- A.4.b. The provision of diagnostic clinical assessments will depend upon the frequency of institutional admissions.
- A.5. Enhanced Diagnostic Clinical Interview
- A.5.a. Enhanced Diagnostic Clinical Interview shall include but not limited to:
- A.5.a.i. All of the elements listed in Section A.4.a.i. through A.4.a.ix. above, plus
- A.5.a.ii. Testing to rule out mental retardation including additional IQ and achievement tests and an evaluation of functional capabilities utilizing appropriate tests such as the Woodcock-Johnson (WJ), or the Wechsler Individual Achievement Test (WIAT). If a Full Scale IQ Score (of a valid administration) falls below 70, further assessment of adaptive behavior will be completed using the Vineland or Wechsler Adaptive Scales.
- A.6. Comprehensive Psychological Evaluations
- A.6.a. Comprehensive Psychological Evaluations shall be provided in the absence of current testing. Comprehensive evaluations shall include, but not be limited to:
- A.6.a.i. A measure of personality, behavior or emotional status. Projective instruments such as the Minnesota Multi-phasic Personality Inventory (MMPI), Adolescent Form (MMPI-A), High School Personality Questionnaire (HSPQ), and projective tests such as the House Tree Person (HTP), Draw-A-Person Test, Incomplete Sentence Blank, Rorschach Inkblot, Millon Adolescent Clinical Inventory (MACI) may be used.
- A.6.a.ii. A measure of intellectual functioning including verbal and nonverbal areas and performance scores. Tests such as the Wechsler Intelligence Scale for Children III (WISC III), Stanford-Binet or Wechsler Adult Intelligence Scale III (WAIS III) may be used.
- A.6.a.iii. An assessment of academic strengths and/or weaknesses. Examples include the Woodcock Johnson (WJ) Psycho-educational Battery – Revised, Wide Range Achievement Test (WRAT),

or Peabody Individual Achievement Test (PIAT), or the Wechsler Individual Achievement Test and additional assessments as has been identified by state and/or federal guidelines as being essential for the certification of special education students may be used. This may involve a review of school records and school testing.

- A.6.a.iv. An assessment of levels of functioning to determine various cognitive capabilities and affective modes related to learning such as the Bender Visual Motor Gestalt (Bender-Gestalt). If there is an indication of possible mental retardation, further testing may be done to determine functional capabilities utilizing appropriate tests such as the Woodcock-Johnson (WJ) or the Wechsler Individual Achievement Test (WIAT). If a Full Scale IQ Score (of a valid administration) falls below 70, further assessment of adaptive behavior may be necessary using the Vineland or Wechsler Adaptive Scales.
- A.6.a.v. An evidence-based screening and assessment of alcohol and drug abuse – such as the Teen Addiction Severity Index (TASI), the Global Appraisal of Individual Needs (GAIN), the Personal Experience Inventory (PEI), or the Substance Abuse Subtle Screening Inventory (SASSIA-2).
- A.6.a.vi. An assessment of sexual abuse, adolescent suicide/depression using Clinical Interview(s).
- A.6.a.vii. A measure of vocational interest and/or aptitude
- A.7. DCS Treatment staff through the authority of the facility treatment director may direct the administration of a Partial Battery of a Comprehensive Psychological Evaluation. A single part or parts of the comprehensive evaluation may be administered or a brief or short form of an instrument may be administered in accordance with the State's directives.
- A.8. Psycho-Educational Evaluations:
 - A.8.a. Psycho-Educational Evaluations shall include:
 - A.8.a.i. A measure of personality, behavior or emotional status to determine the relationship to special education eligibility as Emotionally Disturbed. Projective instruments such as the Minnesota Multi-phasic Personality Inventory (MMPI), Adolescent Form (MMPI-A), High School Personality Questionnaire (HSPQ), and projective tests such as the House Tree Person (HTP), Draw-A-Person Test, Incomplete Sentence Blank, Rorschach Inkblot, Millon Adolescent Clinical Inventory (MACI) may be used.
 - A.8.a.ii. A measure of intellectual functioning including verbal and nonverbal areas and performance scores. Tests such as the Wechsler Intelligence Scale For Children (WISC-IV), Wechsler Adult Intelligence Scale (WAIS III), of the Stanford-Binet Intelligence Test shall be used.
 - A.8.a.iii. An assessment of academic strengths and/or weaknesses. Examples include the Woodcock Johnson (WJ) Psycho-educational Battery – Revised, Peabody Individual Achievement Test (PIAT), or the Wechsler Individual Achievement Test and additional assessments as has been identified by state and/or federal guidelines as being essential for the certification of special education students may be used.
 - A.8.a.iv. School Record Reviews: A review of school records and academic testing completed during the Classification program must also be conducted. These records should be checked out from the school office and be reviewed by the psychologist administering the psycho-educational evaluation. It is the responsibility of the administering psychologist to arrange with the school office to obtain the records for review and then return them to the school office after completing the review.
 - A.8.a.v. An assessment of levels of functioning to determine various cognitive capabilities and affective modes related to learning such as the Bender Visual Motor Gestalt (Bender-Gestalt). If there is an indication of possible mental retardation, further testing may be done to determine functional capabilities utilizing appropriate tests such as the Woodcock-Johnson (WJ) or the Wechsler Individual Achievement Test (WIAT). If a Full Scale IQ Score (of a valid administration) falls below 70, further assessment of adaptive behavior may be necessary using the Vineland or Wechsler Adaptive Scales.

- A.8.a.vi. When appropriate, testing to rule out mental retardation including additional IQ and achievement testing and an evaluation of functional capabilities utilizing appropriate tests such as the Woodcock-Johnson (WJ), or the Wechsler Individual Achievement Test (WIAT). If a Full Scale IQ Score (of a valid administration) falls below 70, further assessment of adaptive behavior will be completed using the Vineland or Wechsler Adaptive Scales.
- A.9. Psychosexual evaluations
- A.9.a. Psychosexual Evaluations shall be provided for youth that enter the facility with a history of delinquency findings related to sexual offenses (indecent exposure, rape, aggravated rape, sexual battery, rape of a child, etc.). Psychosexual evaluations shall follow the prescribed DCS sex offender testing protocol.
- A.9.b. Post-Treatment Psychosexual Evaluations/ Risk Assessments shall be provided for youth that receive sex offender treatment while in the youth development center prior to their release from the facility. Post-treatment psychosexual evaluations shall follow the prescribed DCS sex offender testing protocol.
- A.9.c. The Contractor shall comply with DCS oversight consultation requirements regarding psychosexual evaluations/assessments including recommended evaluation/assessment methods/instruments. Currently an initial psychosexual evaluation requires approximately 8-12 hours and a psychosexual re-evaluation requires approximately 4-6 hours.
- A.10. Reporting:
- A.10.a. Findings resulting from the administration of Diagnostic Interviews, Comprehensive or Partial Psychological Evaluations, Psycho-Educational Evaluations and Psychosexual Evaluations shall be presented to DCS in an original type written report format. If they were performed by a psychological examiner or psychological assistant they must be reviewed and approved by the supervising psychologist before submission to DCS. The typed report shall be submitted ten (10) calendars days (including weekends and holidays) from the date the referral is made and required materials provided for review by DCS. The original report shall be submitted to the DCS supervisor no later than 4:30 p.m. on the due date of the report. Exceptions to due dates are prohibited.
- A.10.b. Diagnostic Interviews and Comprehensive or Partial Psychological Evaluations shall address and identify appropriate and accurate treatment needs with specific and definitive recommendations for treatment. The report's content and/or format shall include, but will by no means be limited to, the following:
- A.10.b.i. A list of assessment/testing instruments utilized;
- A.10.b.ii. A recommendation for alcohol and drug treatment on all full battery assessments and for partial assessments that specifically request an alcohol and drug assessment;
- A.10.b.iii. Recommendations for counseling shall indicate those services provided by a DCS bachelor's level or above DCS case manager;
- A.10.b.iv. Recommendations for psychotherapy shall indicate those services provided by a contract mental health, master's level or above, clinician;
- A.10.b.v. Recommendations for family therapy should be made on all students unless prohibitive, extenuating, circumstances exists, i.e. parent(s) whereabouts unknown or deceased, parent(s) in prison;
- A.10.b.vi. All recommendations shall be included in a numbered "Recommendations" section, even if recommendations are included in the body of the report.
- A.10.c. Psycho-Educational Evaluation Reports:
- A.10.c.i. Findings resulting from the administration of a Psycho-Educational Evaluation must be provided in a separate report due to confidentiality requirements and shall address only the results of the findings resulting from the administration of the evaluation. The report shall be presented to

DCS in an original type written report format. If the evaluation is performed by a psychological examiner or Psychological assistant it must be reviewed and approved by the supervising psychologist before submission to DCS. The typed report must be submitted ten (10) calendar days (including weekends and holidays) from the date of the referral is made by DCS. The original report shall be submitted to the DCS supervisor no later than 4:30 on the due date of the report. The report shall include only the educational testing and assessments used to determine eligibility for special education and must include the following:

- A.10.c.ii. DSM-IV diagnosis;
- A.10.c.iii. IQ testing and results;
- A.10.c.iv. Achievement Test scores, including at a minimum, standard scores, percentile rank, and grade equivalents;
- A.10.c.v. Bender Visual Gestalt Test;
- A.10.c.vi. Assessment of student testing effort and behavior;
- A.10.c.vii. Review of previous information regarding testing and school history (as is available);
- A.10.c.viii. Assessment of special education eligibility;
- A.10.c.viii. (1) shall include a statement specifying whether the student does or does not meet criteria for eligibility for Special education services. The statement should read as follows: "Based on the TN Department of Education's list of Disability Eligibility Standards found at (www.state.tn.us/education/speced/doc/Appr_Dis_Elig_Stand.pdf), the student does/does not appear to meet the disability standards for _____."
- A.10.c.viii. (2) Reports for students that do meet the eligibility standards for special education must include a justification for the eligibility;
- A.10.c.ix. Recommendations for teachers to enhance the learning environment for the student;
- A.10.c.x. Completed eligibility form.
- A.11. Other Reporting
 - A.11.a. The Contractor shall provide an interim report to DCS staff on the day of evaluation. All assessments and evaluations and the completed report must be turned in 48 hours prior to the classification staffing held 14 calendar days from the day of admission.
 - A.11.b. The Contractor shall provide specialized and/or non-routine assessments (, i.e. adaptive assessment & Rorschach Inkblot Test; on an as needed basis.
 - A.11.c. The Contractor shall submit a daily log of activities which includes a description of services provided as follows:
 - A.11.c.i. The name of each student served.
 - A.11.c.ii. The total number of hours spent by each consultant in the delivery of direct student services to each individual student. Service time is defined as the time the contractor or his/her professional staff spends at the facility in direct services to students and/or on campus preparation of written reports. A regular schedule will be developed to accommodate all parties.
 - A.11.c.iii. Type of service rendered.
 - A.11.c.iv. The total number of hours spent by each consultant in each indirect service category.
- A.12. Case and Program Consultation
 - A.12.a. Provide case and program consultation to DCS Staff as requested by DCS.
 - A.12.b. Provide emergency case consultation and individual assessment to at risk students with suicidal/self harm issues. Provide on call services for emergencies by telephone consultation

and/or on-site visit when requested by DCS. Contractor shall furnish State with telephone and pager numbers where the Contractor and the Contractor's key personnel can be reached in emergencies

- A.12.c. Provide routine and emergency case consultation and individual assessment to students with suspected mental health needs. These services shall be provided by a licensed Psychologist, Health Service Provider.
- A.12.d. Provide Non-emergency case consultation to assist DCS staff in the provision of (mental health) services to a particular student or class of students. Such services shall be provided by a mental health professional with a minimum of a master's degree in psychology or related field and a minimum of two years of full time mental health experience with children. Acceptable related fields must be determined/approved by DCS.
- A.12.e. Provide Classification/Program Consultation including participation in classification staffing for the purpose of data interpretation for the purpose of assisting DCS staff in planning and developing programs serving children in DCS custody.
- A.12.f. Attend multidisciplinary team staffing at Woodland Hills/ New Visions Youth Development Center and/or transfer staffing at mental health facilities at the request of the –Facility Treatment Services Manager.
- A.12.g. Meet with the Lead Special Education Teacher within fourteen (14) days of conducting a Psychological-Education Evaluation and afterwards meet at least once a week to discuss the results of the Psychological-Educational evaluations and complete the top portion of the Eligibility report for qualifying students.
- A.12.h. The Contractor shall provide a Certification of Need for mental health transfers, as needed.
- A.12.i. The Contractor shall provide upon request by DCS, classification case consultation, including participation in classification staffing for the purpose of data interpretation.
- A.13. Availability
 - A.13.a. Provide back up personnel in the event that the contractor or any key personnel assigned to this contract are unavailable to provide services.
 - A.13.b. During the absence (i.e. vacation, illness) of the supervising psychologist, a substitute supervising licensed Psychologist – HSP, shall be provided.
 - A.13.c. The requirements set forth in Section A.2. of this Contract shall also apply to personnel provided or designated by the Contractor to provide services when the regularly assigned personnel are unavailable.
- A.14. Location, Equipment & Supplies
 - A.14.a. The Contractor shall provide all services at Woodland Hills and New Visions Youth Development Centers (WH&NVYDC) unless extenuating circumstances exist in which case the facility superintendent or designee, such as the facility Director of Treatment Services, may provide a written, individual case exception. All supplies and equipment shall be provided by the Contractor with on-campus workspace being provided by the State.
- A.15. Training for DCS Personnel:
 - A.15.a. Provide in-service training to DCS Staff upon request from DCS. Training topics shall be determined by DCS and may include areas related to the provision of mental health services to children and staff development. Furnish training reports to supervisor regarding staff training, program development and consultation services including additional training needs or problems.
 - A.15.b. Provide training and clinical supervision for DCS staff that administer preliminary screenings that are shared with the Contractor, to ensure that these screenings are administered appropriately.

- A.15.c. Training shall be provided by a master's level psychologist.
- A.16. Training for Contractor Personnel:
 - A.16.a. The Contractor shall complete sex offender evaluation/treatment training annually as required by DCS.
 - A.16.b. All Contractor staff must complete a facility/institutional orientation during their first year and in-service training in each subsequent year comparable with the expectations of the service provided. Contractor orientation training shall be provided by facility staff.
 - A.16.c. The Contractor will complete Prison Rape Elimination Act (PREA) facility training annually.
- A.17. Compliance
 - A.17.a. The Contractor shall not be reimbursed for the time spent planning or preparing for training.
 - A.17.b. The Contractor shall sign in and out at the Central Operating Center (COC) during each visit.
 - A.17.c. The Contractor shall return raw test data to facility for placement in confidential testing files and to be destroyed in accordance with policy 9.4 and the preservation of confidentiality during records retention and destruction.
 - A.17.d. The Contractor shall review and comply with all applicable policies and procedures found in the Department of Children's Services Policy and Procedures Manual including those related to health services and security regulations and comply with all security and facility rules, regulations, and procedures particularly regarding key control, tool control, smoking, contraband and student supervision.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on September 15, 2010 and ending on June 30, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)				
	Sept 15, 2010- June 30, 2011	July 1, 2011- June 30, 2012	July 1, 2012- June 30, 2013	July 1, 2013- June 30, 2014	July 1, 2014- June 30, 2015
Diagnostic Clinical Interviews	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW
Enhanced Diagnostic Clinical Interviews	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW	\$ /INTERVIEW
Comprehensive Psychological Evaluations	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Partial Comprehensive Psychological Evaluations:					
Personality, Behavior and Emotional	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Intelligence Functioning	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Academic Strengths/Weaknesses	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Functional Capabilities/ Adaptive Behavior	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Alcohol/Drug	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Sexual Abuse	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Suicide/Depression	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Vocational Interest/Aptitude	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Psycho-Educational Evaluations	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Psychosexual Evaluations	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL

Service Description	Amount (per compensable increment)				
	Sept 15, 2010- June 30, 2011	July 1, 2011- June 30, 2012	July 1, 2012- June 30, 2013	July 1, 2013- June 30, 2014	July 1, 2014- June 30, 2015
Post-Treatment Psychosexual Evaluations	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL	\$ / EVAL
Case and Program Consultation	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR
Staff Training (Per Hour Regardless of Group Size)	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR
Clinical Supervision (Per Hour Regardless of Group Size)	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR

* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

c. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices, Attachments A & B, no more often than monthly, with all necessary supporting documentation, to:

Bob Boydston, Fiscal Director
Woodland Hills and New Visions Youth Development Centers
Cordell Hull 8th Floor
436 6th Avenue North
Nashville, TN 37243-1297

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Children's Services & WH&NVYDC;

- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor

shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment C, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be

addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Albert Dawson
Department of Children's Services
Woodland Hills Youth Development Center
3965 Stewart's Lane
Nashville, TN 37218
E-Mail: Albert.Dawson@tn.gov
Phone: 615-532-2004
Fax: 615-532-2000

Barbara Lonardi
Department of Children's Services
New Visions Youth Development Center
3981 Stewart's Lane
Nashville, TN 37243
E-Mail: Barbara.Lonardi@tn.gov
Phone: 615-532-5482
Fax: 615-532-5430

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required

to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:

Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously

possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.9. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.10. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof accepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.13. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- E.14. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.15. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.16. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.17. Not a DCS Employee. The Contractor must inform the client in writing that the Contractor is a private provider and not an employee of the Department of Children's Services.
- E.18. Violation of Security and Facility Policies. Violation of Security and Facility policies or practices, or possession of contraband items will result in the Contractor being immediately escorted from campus and arrested/criminally prosecuted as warranted.
- E.19. Criminal Background Check Prior to the provision of any services for this contract, all Contractor personnel performing work under this contract must provide fingerprint samples to affect a criminal history records check which will be conducted by the Tennessee Bureau of Investigation. Fingerprints may only be submitted at DCS approved sites where they can be processed electronically. Contractor personnel must contact the DCS Internal Affairs Division at 615-741-4487 to obtain specific procedural information for the submission of fingerprints. Statewide locations for electronic submissions may be found at the following website address: https://www.cogentid.com/tn/index_tn.htm
The Contractor shall be responsible for the payment of all fee(s) for Contractor personnel providing their fingerprint samples and submitting to a criminal history review.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CHILDREN'S SERVICES:

VIOLA P. MILLER, COMMISSIONER

DATE



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
DCS/ WHYDC
Cordell Hull Building
436 Sixth Avenue North

Nashville, Tennessee 37243-1290

Contractor Name: _____

Remittance Address: _____

City, State, Zip Code: _____

Program Type: _____

Contract Invoice Period From: _____

To: _____

ATTACHMENT A

FEE-FOR-SERVICE INVOICE

CONTRACTOR INVOICE NUMBER _____

CONTRACTOR Assigned Account/Customer # _____

INVOICE DATE _____

Contract Number: _____

Contractor Tax ID or SSN: _____

Contractor Contact _____

Phone Number: () _____

Cell Phone: () _____

Fax Number: () _____

E-mail Address: _____

[A] NAME & TITLE OF INDIVIDUAL	[B] SERVICES AUTHORIZED	[C] INVOICE /SERVICE DATE (S)	[D] UNITS/HOURS AUTHORIZED	[E] NUMBER OF Units provided	[F] Unit Cost/Hourly Rate	[G] AMOUNT AUTHORIZED
					TOTAL PAYMENT	\$

STATE AUTHORIZATIONS:

DCS SIGNATURE _____ DATE _____ PHONE # () - _____

CONTRACTOR CERTIFICATION:

I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice, and that the amounts billed have not been previously requested and are in accordance with the contract terms and conditions.

CONTRACTOR SIGNATURE _____ DATE _____

PRINTED NAME OF CONTRACTOR SIGNEE _____

PHONE # () - _____



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
DCS/ NVDYDC
Cordell Hull Building
436 Sixth Avenue North

Nashville, Tennessee 37243-1290

Contractor Name: _____

Remittance Address: _____

City, State, Zip Code: _____

Program Type: _____

Contract Invoice Period From: _____

To: _____

ATTACHMENT B

FEE-FOR-SERVICE INVOICE

CONTRACTOR INVOICE NUMBER _____

CONTRACTOR Assigned Account/Customer # _____

INVOICE DATE _____

Contract Number: _____

Contractor Tax ID or SSN: _____

Contractor Contact _____

Phone Number: () _____

Cell Phone: () _____

Fax Number: () _____

E-mail Address: _____

[A] NAME & TITLE OF INDIVIDUAL	[B] SERVICES AUTHORIZED	[C] INVOICE /SERVICE DATE (S)	[D] UNITS/HOURS AUTHORIZED	[E] NUMBER OF Units provided	[F] Unit Cost/Hourly Rate	[G] AMOUNT AUTHORIZED
					TOTAL PAYMENT	\$

STATE AUTHORIZATIONS:

DCS SIGNATURE _____ DATE _____ () - _____
PHONE # _____

CONTRACTOR CERTIFICATION:

I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice, and that the amounts billed have not been previously requested and are in accordance with the contract terms and conditions.

CONTRACTOR SIGNATURE _____ DATE _____

PRINTED NAME OF CONTRACTOR SIGNEE _____

PHONE # () - _____

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION