



STATE OF ARKANSAS TECHNICAL AND GENERAL SERVICES CONTRACT

CONTRACT #	4600037431	FEDERAL I.D. #	88-0235002
VENDOR #	100124460	MINORITY VENDOR	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

1. PROCUREMENT:

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

- Competitive Bid
 Emergency
 Intergovernmental
 Request for Proposal
 Cooperative Contract
 Exempt by Law
 Invitation for Bid
 Request for Qualifications
 Sole Source by Justification *(Justification must be attached)*
 Sole Source by Law - Act # _____ or Statute #: _____

2. TERM DATES:

The term of this agreement shall begin on 08/01/2016 and shall end on 06/30/2019 07/31/2019
(mm/dd/yyyy) (mm/dd/yyyy)

[Handwritten Signature]

3. CONTRACTING PARTIES:

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

AGENCY NUMBER & NAME	0710	Arkansas Department of Human Services-Division of Youth Sen	<input type="checkbox"/> Service Bureau
VENDOR NAME	Rite of Passage, Inc.		
VENDOR ADDRESS	2560 Business Parkway, Suite A, Minden, NV 89423		
TRACKING # 1	NA	TRACKING # 2	NA

4A. TOTAL PROJECTED CONTRACT COST:

Total Projected Cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 12)	\$ 79,000,000.00
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4B. SERVICES AND COMMODITIES:

For work to be accomplished under this agreement, the Vendor agrees to provide the services and commodities at the rates as listed herein. If additional space is required, a continuation sheet may be used as an attachment.

SERVICES	QUANTITY	COST PER ITEM	TOTAL COST
SEE Attachment 3 Rate Schedule	1	34,113,499.68	\$ 34,113,499.68
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
TOTAL SERVICES			\$ 34,113,499.68
COMMODITIES	QUANTITY	COST PER ITEM	TOTAL COST
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
TOTAL COMMODITIES			\$ 0.00

Total cost of services and commodities \$ 34,113,499.68

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5. SOURCE OF FUNDS:

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

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
State Funds**	State General Revenue	DYS0200	2YH	26,091,805.37	76.5
Federal Funds	Social Service Block Grant	FWP0200	2RC	5,559,784.06	16.3
Other Funds	SOP Education Compensation	DYS0200	2YH	1,564,616.17	4.6
Federal Funds	Title I Education Compensation	FWF0200	2RC	345,000.00	1
Other Funds	Rehab-Compensation	DYS0200	2YH	552,294.08	1.6
TOTALS				\$34,113,499.68	100%

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

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

6. OBJECTIVES AND SCOPE:

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

This action establishes a new contract for the operation and management of the Arkansas Juvenile Assessment and Treatment Center which provides medium to serious offender residential services to juveniles committed to DYS by judicial districts statewide.

7. PERFORMANCE STANDARDS AND COMPENSATION:

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

See Attachment 1, 2, and 3.

8. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

Att. 1 Performance Standards	Att. 5 Scope of Work	Att. 9 Business Associate Agreement
Att. 2 Terms and Conditions	Att. 6 EEO	Att. 10 Lobbying Certification
Att. 3 Rate Schedule	Att. 7 Disclosure	
Att. 4 Employee List	Att. 8 Illegal Immigrant Certification	

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9. CERTIFICATION OF VENDOR

A. "I, S. James Broman (Vendor) President/CEO (Title)

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

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

N/A

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

None

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

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

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

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

11. CANCELLATION CLAUSE

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

12. TERMS:

All official documents and correspondence related to this solicitation are included as part of this contract.

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

This contract may be extended until 06/30/2019 06/30/2023 (mm/dd/yyyy), in accordance with the terms stated in

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the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of the Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Contracts will require review by Legislative Council or Joint Budget Committee prior to the approval of the Department of Finance and Administration/Director of the Office of State Procurement and before the execution date if the total initial contract amount or the total projected amount is greater than or equal to \$100,000, including any amendments or possible extensions.

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

13. AUTHORITY:

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

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

Contact #1 – Agency Representative submitting/tracking this contract

<u>Randy Grable</u>		<u>Contracting Manager</u>	
(Name)		(Title)	
<u>(501) 320-6121</u>	<u>Extension</u>	<u>randy.grable@dhs.arkansas.gov</u>	
(Telephone #)		(Email)	

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

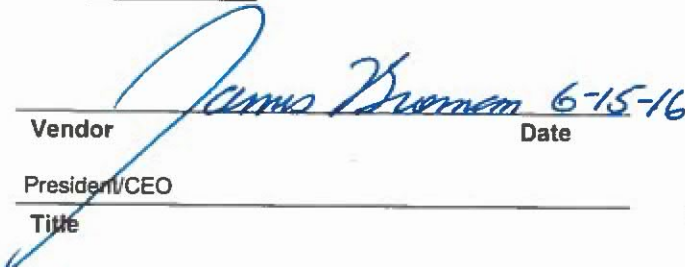
<u>V. Marc Golden</u>		<u>Assistant Director of Residential Services</u>	
(Name)		(Title)	
<u>(501) 320-6106</u>	<u>Extension</u>	<u>van.golden@dhs.arkansas.gov</u>	
(Telephone #)		(Email)	

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

<u>Steve Little</u>		<u>Assistant Director-CFO-DYS</u>	
(Name)		(Title)	
<u>(501) 320-6146</u>	<u>Extension</u>	<u>steve.little@dhs.arkansas.gov</u>	
(Telephone #)		(Email)	

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

16. SIGNATURES:

	<u>6-15-16</u>	<u>Keesa M. Smith</u>	<small>Digitally signed by Keesa M. Smith Date: 2016.06.14 07:23:00 -05'00'</small>
Vendor	Date	Agency/Division Director	Date
<u>President/CEO</u>		<u>Interim DYS Director</u>	
Title		Title	
<u>2560 Business Parkway, Suite A, Minden, NV 89423</u>		<u>700 Main Street, Little Rock, AR 72203</u>	
Address		Address	

APPROVED:  07/15/2016 SF

DEPARTMENT OF FINANCE AND ADMINISTRATION DATE