



Department of
**Children &
Family Services**

Building a Stronger Louisiana

**REQUEST FOR PROPOSALS
FOR
TRANSITIONAL LIVING PROGRAM**

RFP #: 3000019020

PROPOSAL DUE DATE/TIME:

Thursday, June 9, 2022, 2:30 p.m., Central Time

Publication Date: Thursday, May 5, 2022

Table of Contents

1.0	ADMINISTRATIVE AND GENERAL INFORMATION	6
1.1	Purpose	6
1.2	Background	6
1.3	Goals and Objectives.....	7
1.4	Term of Contract.....	8
1.5	Definitions:.....	8
1.6	Schedule of Events	10
1.7	Proposal Submittal.....	11
1.8	Qualifications for Proposer	11
1.8.1	Mandatory Qualifications	11
1.9	Proposal Format.....	11
1.9.1	Proposals for Multiple Scopes and Regions.....	11
1.9.2	Table of Contents	12
1.9.3	Cover Letter.....	12
1.9.4	Certification Statement.....	12
1.9.5	Executive Summary.....	12
1.9.6	Company Background and Experience	12
1.9.7	Proposed Project Staff	13
1.9.8	Approach and Methodology	13
1.9.9	Veteran and Hudson Initiative Programs Participation	15
1.9.10	Cost Proposal	16
1.10	Number of Copies of Proposals	16
1.11	Technical and Cost Proposals.....	16
1.12	Legibility/Clarity	17
1.13	Confidential Information, Trade Secrets, and Proprietary Information	17
1.14	Proposer Inquiries.....	18
1.15	Blackout Period	18
1.16	Errors and Omissions in Proposal	19
1.17	Changes, Addenda and Withdrawals.....	19
1.18	Withdrawal of Proposal	19
1.19	Waiver of Administrative Informalities.....	19
1.20	Proposal Rejection/RFP Cancellation.....	19

1.21	Ownership of Proposal.....	20
1.22	Cost of Offer Preparation.....	20
1.23	Taxes	20
1.24	Determination of Responsibility	20
1.25	Use of Subcontractors.....	21
1.26	Written or Oral Discussions/Presentations	21
1.27	Acceptance of Proposal Content.....	21
1.28	Evaluation and Selection.....	21
1.29	Best and Final Offers (BAFO).....	21
1.30	Contract Award and Execution	22
1.31	Notice of Intent to Award	22
1.32	Right to Prohibit Award.....	23
1.33	Insurance Requirements for Contractors	23
1.33.1	Contractor's Insurance.....	23
1.33.2	Minimum Scope and Limits of Insurance.....	23
1.33.3	Deductibles and Self-Insured Retentions.....	24
1.33.4	Other Insurance Provisions	24
1.33.5	Acceptability of Insurers	25
1.33.6	Verification of Coverage.....	25
1.33.7	Subcontractors.....	25
1.33.8	Workers Compensation Indemnity.....	25
1.34	Duty to Defend.....	26
1.35	Liability and Indemnification.....	26
1.35.1	Contractor Liability.....	26
1.35.2	Force Majeure.....	26
1.35.3	Indemnification	26
1.35.4	Intellectual Property Indemnification.....	26
1.35.5	Limitations of Liability	27
1.35.6	Other Remedies	27
1.36	Billing and Payment	27
1.37	Electronic Vendor Payment Solutions	28
1.38	Overpayments.....	28
1.39	Termination.....	28

1.39.1	Termination of the Contract for Cause	28
1.39.2	Termination of the Contract for Convenience	29
1.39.3	Termination for Non-Appropriation of Funds.....	29
1.40	Assignment.....	29
1.41	Right to Audit	29
1.42	Civil Rights and Federal Requirements Compliance	29
1.43	Record Ownership.....	30
1.44	Entire Agreement/ Order of Precedence.....	30
1.45	Contract Modifications	31
1.46	Substitution of Personnel	31
1.47	Governing Law	31
1.48	Claims or Controversies	31
1.49	Code of Ethics.....	31
1.50	Corporate Requirements	31
1.51	Prohibition of Discriminatory Boycotts of Israel.....	31
1.52	Security	32
1.52.1	Cybersecurity Training	32
2.0	SCOPE OF SERVICES	33
2.1	Supportive Transitional Living.....	33
2.2	Self-Sufficient Transitional Living.....	37
2.3	Youth with Minor Children in Either Placement Setting.....	41
2.4	Deliverables.....	43
3.0	EVALUATION AND SELECTION	44
3.1	Evaluation and Review	44
3.1.1	General Evaluation.....	44
3.1.2	Evaluation of Multiple Scopes and Regions	44
3.2	Cost Evaluation	44
3.3	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	45
4.0	PERFORMANCE STANDARDS.....	47
4.1	Performance Requirements.....	47
4.2	Performance Measurement/Evaluation/Monitoring Plan	47
4.2.1	Performance Measures/Evaluation	47

4.2.2	Monitoring Plan	47
4.3	Veteran and Hudson Initiative Programs Reporting Requirements	47
5.0	DCFS Attachments.....	49
	ATTACHMENT 1: CERTIFICATION STATEMENT	49
	ATTACHMENT 2: ELECTRONIC VENDOR PAYMENT SOLUTION.....	51
	ATTACHMENT 3: SAMPLE CONTRACT.....	52
	Duty To Defend	57
	Liability and Indemnification.....	57
	Contractor Liability.....	57
	Force Majeure.....	57
	Indemnification.....	58
	Intellectual Property Indemnification.....	58
	Limitations of Liability.....	58
	Other Remedies	58
	Insurance Requirements for Contractors	58
	Contractor's Insurance.....	59
	Minimum Scope and Limits of Insurance.....	59
	Deductibles and Self-Insured Retentions.....	59
	Other Insurance Provisions.....	59
	Acceptability of Insurers	60
	Verification of Coverage	60
	Subcontractors.....	61
	Workers Compensation Indemnity.....	61
	ATTACHMENT 4: COST WORKSHEET.....	65
	ATTACHMENT 5: BUDGET	66

Request for Proposals

for

Transitional Living Program

1.0 ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Department of Children and Family Services, herein referred to as DCFS or Department. The purpose of this RFP is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from qualified Proposers interested in providing a Transitional Living Program (TLP) for the supervision and placement needs of youth transitioning into adulthood. The goal of the Program is to serve youth ages 16 through 20 preparing to age out of foster care and/or continuing in the Extended Foster Care (EFC) Program with ongoing needs for supervision and support as the youth transitions into adulthood and assumes personal responsibility for their daily care needs.

DCFS is seeking Proposers in all geographic regions of the State who can provide a Transitional Living Program to deliver services to youth approaching the age of majority in foster care or having achieved the age of majority in foster care, and are participating in the Extended Foster Care program to support the ongoing transition of the youth to adulthood. Proposers may submit a proposal in one (1) or more regions or for the entire state, and may submit a proposal for Supportive Transitional Living services, and/or Self-Sufficient Transitional Living services.

1.2 Background

DCFS works to help youth, preparing to age out of foster care or recently having aged out of foster care, become self-sufficient and successfully achieve their independence. When youth reach age 16 in foster care or enter foster care after the age of 16, the program must be able to support the youth in achieving the skills needed for independence. This may be through their own services or by linking youth with resources in the community.

The Department currently contracts with Independent Living providers to support this skill development, to assist in a smooth transition for the youth, and to provide ongoing supervision as the youth adjusts to accepting responsibility for their daily life activities. The Department also currently has placement agreements with providers throughout the State to provide supervision, skill development and case management services to youth 16-20 years of age.

Along with minor youth in DCFS custody, the Department also serves youth that age out of care from age 18 to 20 who meet certain eligibility criteria.

DCFS also serves youth with minor children. Youth whose minor children are not in the custody of the State may participate in foster care or extended foster care. Youth with children in the State's custody who are participating in trial placement with their child shall be provided placement together. Assistance is given to the youth in identifying and applying for community resources to assist in the care of the minor child as needed including child care services. Youth ages 16 and 17 with a minor child may receive child care services through DCFS as long as the child care facility is a Type III licensed provider. Youth ages 18

and older may be eligible for child care through DCFS economic support services.

DCFS provides a placement array for youth that is the least restrictive and most family-like setting possible that also supports the youth’s age and developmentally appropriate acquisition of adult living skills. DCFS is responsible for the placement and care of youth in foster care or participating in Extended Foster Care.

DCFS provides for the public child welfare functions of the State, delivering services through a State administered system of nine (9) regional offices for sixty-four parishes.

DCFS Regions	Parishes
Alexandria	Rapides, Vernon, Avoyelles, Concordia, Grant, Winn, Catahoula, and LaSalle
Baton Rouge	East Baton Rouge, West Baton Rouge, Iberville, East Feliciana, West Feliciana, Pointe Coupee, and Ascension
Covington	Livingston, St. Helena, St. Tammany, Tangipahoa, and Washington
Greater New Orleans	Orleans, Jefferson, Plaquemine and St. Bernard
Lafayette	Lafayette, St. Martin, St. Landry, St. Mary, Acadia, Vermillion, and Evangeline
Lake Charles	Calcasieu, Beauregard, Allen, Cameron, and Jefferson Davis
Monroe	Caldwell, East Carroll, Franklin, Lincoln, Madison, Morehouse, Ouachita, Richland, Tensas, Union, and West Carroll
Shreveport	Bienville, Claiborne, Jackson, Red River, Caddo, Desoto, Webster, Bossier, Sabine, and Natchitoches
Thibodaux	Lafourche, Terrebonne, St. Charles, St. James, Assumption and St. John the Baptist

DCFS currently has youth placed in Transitional Living Programs in the regions of Covington, Thibodaux, Baton Rouge and Shreveport with approximately 20 youth placed in these programs at any given time. DCFS seeks placement for five youth in each region with the exception of Baton Rouge (10 youth), Covington (15 youth) and Thibodaux (10 youth).

1.3 Goals and Objectives

The Department seeks to award contracts to Contractors who are able to provide either a supportive transitional living program, a self-sufficient transitional living program, or both. A general Program description is below. The two program types are differentiated in Section 2.0, Scope of Services.

All Programs shall have a clear program philosophy, be strength-based in approaches, trauma-informed, youth-centered and promote youth independence. The Contractor(s) will support the youth transition plan (YTP) with DCFS. All services shall be offered within the geographic region in which the youth is

seeking independence, when possible, and in the most appropriate setting consistent with the youth's needs and choices for transitioning to adulthood.

The Contractor will support the Department's permanency goals for the youth and their families. When possible, services shall be offered within the geographic region from which the children entered State's custody and in close proximity to children's birth parents, siblings, extended families, homes and schools.

The principal goals and objectives of the resulting contract(s) will be to provide care and services to youth that are in foster care or have aged out of foster care, as described in Section 1.2 Background.

Contractor(s) will:

- Provide housing,
- Ensure educational goals are met,
- Assist in job readiness and/or secure employment,
- Teach financial management skills.
- Provide engagement opportunities that promote social and emotional well-being,
- Provide education on personal safety and/or the safety of their children,
- Assist with providing resources for any personal obstacle the youth might encounter, and
- Assist the youth in developing or maintaining permanent connections.

Contractors providing transitional living placements shall follow the Child Placing Agency Standards. The goal for placement should be situations that are developmentally appropriate and allow for increasing amounts of responsibility over time.

The goal of the Transitional Living Program is to help youth avoid some of the devastating outcomes that many encounter without resources and support.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about October 1, 2022 and is anticipated to end on September 30, 2025. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

1.5 Definitions:

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
--------	---

Collaborative Planning Approach	A collaborative or shared planning and decision-making process. The process involves family and community members in child welfare decision making and produce plans and agreements that protect children and youth and address the needs of families.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Department	The State Agency seeking proposals, DCFS
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DCFS	Department of Child and Family Services
DOA	Division of Administration
EFC (Extended Foster Care)	Provides youth (18-20) with individualized and age-appropriate support needed to successfully transition to adulthood. EFC provides an age-appropriate program that is distinct from the services provided to youth under age 18 and acknowledges that young people in EFC are adults.
Independent Living Program	Independent Living Programs provide in- home support services, and Transitional Services to youth 14-23 years of age who are in foster care or exited foster care due to an applicable reason. They assist youth in the transition to self-sufficiency; provide education and training necessary to obtain employment; housing; maintain permanent connections; preparation for and entry into postsecondary training and educational institutions; and encourage personal and emotional growth.
Independent Living Provider	The contractor(s) of Independent Living Program(s).
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Permanent Connections	Relatives and other significant individuals who are committed to maintaining a relationship and providing support to a child in foster care.
Plan	When capitalized and not otherwise clarified, the Youth Transition Plan (YTP).
Program	When capitalized and not otherwise clarified, the (TLP) Transitional Living Program sought by this RFP.
Proposer	A firm or individual who responds to this RFP.
Prudent Parent Standard/Normalcy	A standard characterized by careful and sensible parental decisions that maintain the health, safety, and best interest of a child, while at the same time, encouraging the emotional and developmental growth of the child that the caregiver shall use when determining whether to allow a child in foster care, under the responsibility of the State, to participate in extracurricular, enrichment, cultural, social, and sporting activities. No decisions shall be made that conflict with the child’s parents’ residual parental rights.
RFP	Request for Proposal
Service Plan	The plan developed by the Contractor that lists the service needs and plan to provide for those needs. This plan should be based off of the initial assessment completed by the contractor at placement.
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
SNAP	Supplemental Nutrition Assistance Program

SSI	Supplemental Security Income
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
TLP	Transitional Living Program. A housing program that provides various services to youth who are aging out of foster care in order to ease their transition into independence and avoid negative outcomes.
TIPS	DCFS’ Tracking Information Payment System
Type III Child Care Facility	According to the Department of Education, this is the only licensed child care facility that can receive public funding. Please see the Department of Education’s website for more details.
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
Youth	A minor or young adult age 16-20 who is in the care of DCFS or participating in the Extended Foster Care Program.
YTP (Youth Transition Plan)	A plan that assures compliance with the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (P.L. 110-351) and the Preventing Sex Trafficking and Strengthening Families Act of 2014 (P.L. 113-183). It is required for all youth in foster care beginning at age 14. The Plan assists youth in identification of goals and services necessary to guide a successful transition from foster care into adulthood by addressing the youth’s permanency, well-being, and safety. The YTP is used to promote the youth’s self-sufficiency by providing a method for the youth to participate in his or her own planning process. Completion of the YTP is developed with active participation of the youth with his or her case manager, parents, caretakers, the youth’s Independent Living Skills provider, and other adults significant to the youth. Youth over the age of 14 must be provided the opportunity to select up to two individuals who are not their foster caretaker or case manager to be a part of the case planning team.

1.6 Schedule of Events

Event	Date
RFP advertised in newspapers and post to LaPac	5/5/2022
Deadline for receipt of written inquiries	5/19/2022
Deadline to answer written inquiries	5/27/2022
Deadline for receipt of proposals	6/9/2022 2:30 PM
ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	
Presentations & Discussions (if applicable)	TBD
Notice of Intent to award announcement, and 14-day protest period begins, on or about	8/12/2022
Contract execution, on or about	9/30/2022

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy to the RFP Coordinator on or before the date specified in the Schedule of Events. Fax or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Hand/Courier Delivery

Attention: Shannon Catanzaro
Department of Children and Family Services
627 N. 4th Street, Office no. 3.312
Baton Rouge, LA 70802
Phone (985) 867-6830

Mail Delivery

Attention: Shannon Catanzaro
Department of Children and Family Services
P.O. Box 3318 Baton Rouge, LA 70821
Phone (985) 867-6830

It is solely the responsibility of each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualifications for Proposer

1.8.1 Mandatory Qualifications

Proposers must meet the following minimum qualifications prior to the deadline for receipt of proposals:

- Must be a Louisiana licensed child placing agency or in the process of becoming a licensed child placing agency with sub-program for transitional placing services for youth ages 16-20.

1.9 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation described below.

1.9.1 Proposals for Multiple Scopes and Regions

Proposals may be submitted for one or multiple regions, and one or both Scopes of Service, (See Section 2.0). Follow the guidelines below to submit a proposal for multiple regions or Scopes of Service:

- The Cost Worksheet (Attachment 4) shall indicate what region(s) and Scope(s) of Service are proposed, and the cost of each.
- The Table of Contents below will serve as the format of the single proposal package submitted.
- Technical differences between the two Scope proposals will be shown by subdividing whichever sections of the Table of Contents are affected. For example, Section F. Approach and Methodology may include a Part A: Supportive Transitional Living, and Part B: Self-Sufficient Transitional Living, if proposing for both Scopes of Service.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

- A. Cover Letter
- B. Certification Statement
- C. Executive Summary
- D. Company Background and Experience
- E. Proposed Project Staff
- F. Approach and Methodology
- G. Veteran and Hudson Initiative Program Participation
- H. Cost Proposal

1.9.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

One (1) original Proposal should contain a completed Proposal Cover Letter that clearly identifies the legal, incorporated name of the entity or organization submitting the Proposal. The name of the Proposer should be followed by the completed address (physical and mailing, if different) and correct contact numbers and facsimile numbers, if available. The cover sheet should be signed by the responsible authority of the Proposer. The Proposer should include proof that the individual who signs the proposal has the authority to obligate the organization/agency which could include a certified copy of a board resolution granting such authority.

The Proposer should identify if they are proposing to serve all DCFS identified regions throughout the State or, if not all regions, specify the regions the Proposer is proposing to serve under the contract. The Proposer should also identify if they are proposing for Supportive Transitional Living services, and/or Self-Sufficient Transitional Living services.

1.9.4 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment 1.

1.9.5 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the Department's overall requirements in the timeframes defined in the RFP.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment 3. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment 3 and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.6 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. The Proposer should list all names it has used when conducting business.

The Proposer should provide an organizational profile including board of directors, number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, Limited Liability Company).

Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from current and/or previous clients including names and telephone numbers. The Proposer should provide a minimum of three (3) letters of reference regarding their performance with similar services. In addition, the Proposer should provide a list, if any, of all current and past contracts with DCFS and other state agencies including colleges/universities within the previous three (3) year period and show that performance has been satisfactory and that the legal entity or organization(s) has never been debarred, declared ineligible from bidding on contracts, or been party to a lawsuit arising from service delivery or billing. These references may be contacted to verify the Proposer's ability to perform the services listed in this RFP. DCFS reserves the right to use any information or additional references deemed necessary to establish the ability of the Proposer to perform the services listed in this RFP.

Proposers should clearly describe their ability to meet or exceed the qualifications described in RFP Section 1.8.1, Mandatory Qualifications for Proposer.

1.9.7 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

Proposers should provide their Proposed Project Staff for the Scope(s) of Service the Proposer is proposing. If proposing both Scopes of Service, the response to each Scope of Service must be clearly separated.

The Proposer must submit resume(s), including job description(s) detailing the level of education, experience, training, skills, etc. of staff, which meets the requirements outlined in the Child Placing Agency Standards, http://www.dcf.la.gov/assets/docs/searchable/Licensing/Residential/2019/ChildPlacing_2019.4.1.pdf, and which emphasizes previous experience in the service area as described in this RFP for all program personnel who will be involved with the proposed project. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes. The Proposer should indicate that it will have sufficient staff to perform the services required in this RFP by the date of contract execution, if sufficient staff is not currently available. The Proposer should describe how staff will be obtained to provide the services and the timeline for obtaining needed staff. The Proposer should indicate the number of anticipated staff for each position title. All proposed project staff must possess the required license issued by their regulatory board, if applicable. The Proposer should list all professional licenses held by the Proposer and staff, along with license expiration dates.

Proposers should describe its staff development program regarding orientation, on-going staff evaluation, and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to DCFS required performance standards.

1.9.8 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

Proposers should provide their Approach and Methodology for either one or both of the Scopes of Service listed in Section 2.0 Scope of Services (Supportive and/or Self-Sufficient). If proposing both, the response to each type must be clearly separated as detailed in RFP Section 1.9.1.

Proposer should identify the number of children that can be served by gender and age. Proposers should provide a detailed description of the work plan and the methods to be used that will demonstrate to DCFS what the Proposer intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. The description should include timelines for movement toward permanency and independence goals. The Proposer should outline how the program will achieve expected outcomes for youth participating in the program. Describe in detail how the program will meet the youth's needs in the following assessment categories:

- Personal Health and Care
- Education
- Employment
- Transportation
- Community Resources
- Home Management/Housing
- Money Management/Financial
- Sexual Development/Pregnancy/Parenting
- Personal/Social Relationship Skills & Development
- Legal Issues
- Self-Advocacy/Self-Esteem/Self-Discipline
- Permanency Work/Connections
- Safety Issues/Crisis Strategies
- Any other goals determined by the youth
- Other applicable Life Skills

Proposals should outline how case management will be coordinated with community partners and DCFS staff. Proposers should describe the approach to Project Management and Quality Assurance.

Proposers should demonstrate how their approach and methodology aligns with and supports the DCFS permanency plan for the youth as outlined in youth transition plan and court order; incorporates a collaborative planning approach in caring for youth; phases out the use of level systems and token economies in favor of implementing an evidence based approach to address behaviors rooted in trauma; implements the reasonable and prudent parent standard of normalcy; and coordinates transition between the levels of care to support continuity of care, information-sharing and aftercare support.

Proposers should clearly demonstrate how they plan to deliver services to youth using a youth-centered approach.

Proposers should clearly demonstrate their commitment to promoting safety, permanency, and well-being for the youth.

Proposers should demonstrate strong knowledge of and partnership with local service and support providers including, but not limited to: family-run organizations; youth support groups; faith-based organizations; community non-profits; business and other formal and informal supports.

Proposer should share their written protocol to address, at minimum, the below listed crisis situations. The protocol must include how non-disciplinary methods of continued support and planning for youth will be used.

- Fire
- Elopement/Abandonment of Apartment
- Psychiatric Hospitalization
- Delinquency, criminal activity, police engagement
- Medical Emergencies
- Illegal Substances/Substance Use
- Domestic Violence

- Human Trafficking
- Weapons
- Emergency child care plan for youth with child(ren)
- Other Serious or Dangerous Behaviors

1.9.9 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

1.9.10 Cost Proposal

The Proposer shall provide the total per diem cost for each region and Scope of Service proposed for Years 1-3, including but not limited to project expenses, for providing all services described in the RFP. The per diem cost shall remain firm for the initial term of the contract as well as any renewal terms.

For information purposes only, the Proposer shall complete Attachment 5 – Budget Worksheet. The Proposer shall identify the project’s proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

Reimbursement for travel expenditures will be made in accordance with the State of Louisiana Travel Policies and Procedures (PPM 49).

Proposers shall submit the cost proposal breakdown in the format provided in Attachment 4 – Cost Worksheet.

1.10 Number of Copies of Proposals

The State requests that three (3) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

The face of the package, whether mailed or hand delivered, should contain the following information: “Proposal-Confidential-Open by Addressee Only.”

1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked “Original”) and two (2) copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked “Original”) and two (2) copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted copy, if applicable.
- One (1) electronic copy (on flash drive) of the entire technical and cost proposal.
- One (1) electronic redacted copy (on flash drive), if applicable.

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY." The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary

information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.14 Proposer Inquiries

Inquiries concerning this RFP shall be submitted in writing to the RFP Coordinator listed below.

DCFS, Attention: Shannon Catanzaro
Shannon.Catanzaro.dcms@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the state.

Official responses to all questions submitted by potential Proposers will be posted at:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and on the DCFS website at www.dcms.state.la.gov by the date listed in the Schedule of Events.

Only the RFP Coordinator has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.15 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive

sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.16 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.17 Changes, Addenda and Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any will be posted at <https://www.wcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and the DCFS website at www.dcf.state.la.gov.

It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in this RFP.

1.19 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.20 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.21 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.22 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.23 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment 1, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.24 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code 34:1505. The State must find that the selected Proposer:

- A. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- B. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- C. Is able to comply with the proposed or required time of delivery or performance schedule;
- D. Has a satisfactory record of integrity, judgment, and performance, and
- E. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient and detailed information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.25 Use of Subcontractors

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor, if requested by the State. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State. (which approval shall be attached to the original agreement).

Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.

1.26 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.27 Acceptance of Proposal Content

All proposals will be initially screened to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.28 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.29 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.30 Contract Award and Execution

The State reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the proposals submitted.

Any contract entered into under this RFP makes no guarantee of specific sums of monthly or annual payments or referrals.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP, including any addenda added, and the proposal of the selected Proposer(s) shall become part of any contract initiated by the State.

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment 2. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

Negotiations may begin with the announcement of the selected Proposer(s). If the contract negotiation period exceeds seven (7) business days or if the selected Proposer fails to sign the final contract within seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Successful Proposer(s) shall obtain a DCFS license prior to contract execution and Contractor(s) shall maintain a current, valid license for the duration of the contract with DCFS. In addition, Contractor(s) shall follow current licensing regulations available through the internet at www.dcf.state.la.gov.

Successful Proposer(s) shall provide a copy of the current child placing agency license held by the organization, prior to contract execution.

1.31 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq.), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

The State reserves the right to make multiple awards based on region and Scope of Service proposed.

1.32 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192 any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the RFP or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.33 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1.33.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.33.2 Minimum Scope and Limits of Insurance

1.33.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.33.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.33.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.33.2.4 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.33.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.33.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.33.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.33.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.33.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.33.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.33.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Children and Family Services, Its Officers, Agents, Employees and Volunteers
Attention: Shannon Catanzaro
P.O. Box 3318, Baton Rouge, LA 70821
Transitional Living Program

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.33.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.33.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant

to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.34 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

1.35 Liability and Indemnification

1.35.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

1.35.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

1.35.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

1.35.4 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any

action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

1.35.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.35.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

1.36 Billing and Payment

Placement Contractors are paid a per diem rate per day for each youth placed in the program. DCFS will generate a document (Tracking Information Payment System (TIPS) Form 215) at the end of the month for each month's services. The Contractor will make corrections and adjustments to the document to accurately reflect the number of days children were served. The Contractor shall return the document to the Agency within sixty (60) calendar days from the delivery of the service or will be subject to disallowance of the payment; this timeframe will be strictly enforced. Contractor invoices

are routed to the DCFS fiscal department for processing. Payments will be made on a monthly basis and will reimburse the Contractors for services rendered the previous month. Contractors will not receive actual payment until the month subsequent to service delivery.

DCFS shall make all checks payable to the order of the Contractor in the amounts specified by the Contract. It is further agreed that all payments made under the terms of the Contract will be accepted by the Contractor as payment in full for services delivered.

With appropriate DCFS approval, the Contractor may receive separate reimbursement over and above the rate for the child's expenses as defined in the DCFS Foster Care Policy manual. This may include qualifying pre-approved educational and limited incidental expenditures. Separate reimbursables may include but are not limited to respite care, special board rates, and travel. Appropriate receipts must be presented upon billing for separate reimbursables. With prior approval, the Contractor shall bill DCFS with the proper forms and procedures within thirty (30) days from the delivery of the service or will be subject to disallowance of the payment. Receipt of documentation within the stated timeframe will be strictly enforced.

If the Contractor fails to perform agreed upon services or fails to comply with any of the provisions of this Contract, DCFS will withhold reimbursement payments from the Contractor until such time as the required services or compliance with the terms of the Contract are completed. Failure during the course of the fiscal year to comply with the identified Contract terms will constitute reason to renegotiate the rate or to cease utilization of the Contractor's program.

Contractor shall agree to accept throughout the contract period the rate established by DCFS. Acceptance of this rate shall mean the Contractor shall agree to deliver all services as described and approved in the contract.

1.37 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment 3 for additional information regarding electronic payment methods and registration.

1.38 Overpayments

DCFS reserves the right to recoup the amount of overpayment made to the Contractor in error or because of inappropriate billing by the Contractor, either for services not rendered or rendered to an ineligible client. In accordance with TIPS procedures, overpayments will be recouped within sixty (60) calendar days in the entire amount overpaid unless the Contractor arranges with DCFS for the repayment to be paid in installments, which cannot exceed twelve (12) months.

1.39 Termination

1.39.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.39.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.39.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.40 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.41 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Department of Children and Family Services, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.42 Civil Rights and Federal Requirements Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

The Contractor hereby agrees to adhere to all requirements imposed by or pursuant to the regulations of the United States

Department of Health and Human Services.

The Contractor agrees to abide by the requirements of the Howard M. Metzenbaum Multiethnic Placement Act of 1994 and Interethnic Placement Act of 1996 with regard to non-discrimination in the use of race, color, or national origin as considerations in adoption and foster care placements.

The Contractor will comply with Public Law 103-227 Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loan, or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Contractors shall abide by all applicable state and federal laws or regulations, including but not limited to, the Children's Health Act of 2000 (H.R. 4365), specifically Part I, (42 U.S.C. 290 jj, et seq.), Requirements Relating to the Rights of Residents of Certain Non-Medical, Community Based Facilities for Children and Youth. Copies of excerpts from this law may be obtained from DCFS. This law governs the use of restraints and seclusion, training of staff and reporting to regulatory agencies. The law prohibits the use of mechanical restraints; requires that each facility report to the appropriate State licensing or regulatory agency each use of restraint and seclusion, and each death that occurs at each facility within twenty-four (24) hours; and requires that facilities have an adequate number of qualified professional and supportive staff to evaluate residents, to formulate written individualized, comprehensive treatment plans, to provide active treatment measures, and to provide appropriate training and certification of staff on the prevention and use of physical restraint and seclusion. The law further requires that a facility, until such time that Federal regulations are promulgated setting forth requirements for States, shall develop and implement interim procedures that meet the requirements of 42 U.S.C. 290 jj, et seq. Each facility shall provide the Agency with proper documentation evidencing procedures developed by the facility to fulfill the requirements of this law on an annual basis.

The Contractor shall abide by all laws and regulations concerning confidentiality which safeguard patient/client information. In no circumstance shall the Contractor permit public identification of a child as a ward of the State without prior written Agency consent.

1.43 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.44 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.45 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.46 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.47 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.48 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.49 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity, which can officially rule on ethics issues.

1.50 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to Revised Statute 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

1.51 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response

of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.52 Security

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

1.52.1 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

2.0 SCOPE OF SERVICES

There are two Scopes of Service for Transitional Living Programs that DCFS is seeking to obtain: Supportive Transitional Living and Self-Sufficient Transitional Living.

All individuals providing the services in this RFP must possess the required license issued by their regulatory board, as applicable. Failure to maintain compliance may result in termination of the contract.

Both Scopes of Service will fulfill the same basic needs for youth, and will include the following services:

- **Personal Health and Care:** ensuring youth receives yearly health physical checkups, ensuring youth receives substance abuse treatment if needed, ensuring that youth receives mental/behavioral health assessment, and ensuring that the recommendations of the health care providers are met.
- **Education:** Assess youth's short and long-term goals, help establish career goals and education requirements, provide transportation to educational settings as needed, provide tutoring for youth who need additional help, and assist youth in applying for educational financial assistance.
- **Employment:** Provide opportunities for participation in job readiness experiences, partner with certification agencies and any secondary educational programs, transport youth to various career expos or similar training opportunities, and provide coaching/mentorship regarding general employment skills.
- **Transportation:** work with youth to develop a plan to secure transportation needs, work with youth in completing driver's education, obtaining driver's license, insurance, vehicle, and provide transportation for youth if needed.
- **Community Resources:** ensure youth receives appropriate mainstream services such as Medicaid and SSI; partner with community providers for mental health, medical health, dental health, and substance abuse, domestic violence, sexual assault and human trafficking services, to connect youth with if needed; and assist with applying for services such as SNAP before exiting the Program.
- **Home Management/Housing:** Contractors should develop relationships with and partner with local housing providers to assist youth with helpful transitions to self-sufficiency. Accompany youth to local apartments to better understand cost of living and responsibilities.
- **Money Management/Financial:** help youth open checking/savings accounts, provide youth with grocery and clothing allowance and assist youth in purchasing food and clothing on a set budget, provide opportunities for youth participation in budgeting classes, and employ a savings protocol for youth.
- **Sexual Development/Pregnancy/Parenting:** Provide education in safe sex and high risk safety, and if youth has a child, assist in finding child care, help enroll in parenting classes and work on reunification if applicable.
- **Personal/Social Relationship Skills & Development:** mentor youth to improve interpersonal skills, participate in community service projects, social/recreational outings, and team building activities.
- **Legal Issues:** assist youth with attending court hearings, identifying pro-bono attorneys, adherence to probation performance, etc.
- **Self-Advocacy/Self-Esteem/Self-Discipline:** have a plan for youth to participate in youth engagement programs, community events and or volunteer opportunities for the development of a sense of social connection.
- **Permanency Work/Connections:** assist the youth in identifying people they are close to and can assist in providing the youth with support and guidance, and assist the youth in fostering those relationships to ensure once the youth leaves care there are people in the youth's life who can provide support to them.
- **Safety Issues/Crisis Strategies:** provide education on how to keep yourself safe; develop safety plans with the youth if a youth displays unsafe behaviors.

2.1 Supportive Transitional Living

Supportive Transitional Living may be characterized by a cluster or single-site housing model, and includes a greater level of supervision and on-site supports. Units are typically located in a single building or complex or in several buildings on

the same street. Staff personnel is available on-site 24/7, providing supervision and support. Youth can live alone or share a unit with a roommate. Case management and other supportive services are delivered on site, although some services may be provided offsite. Examples of higher-level supportive services in this Program type could be an established mentor program for residents or community partners that have established agreements to assist with the youth's needs. The higher level of supervision and support make this type of Program more appropriate for youth who need to learn independent living skills but are not yet ready to be primarily independent.

A. Assessment & Planning

An initial thorough written assessment of each youth's strengths and needs shall be completed within thirty (30) calendar days of placement. Each outcome objective domain that shows needs shall be specifically addressed in the youth's service plan with opportunities for teaching, re-teaching, practice and strengthening. Assessment Categories established:

- Personal Health and Care
- Education
- Employment
- Transportation
- Community Resources
- Home Management/Housing
- Money Management/Financial
- Sexual Development/Pregnancy/Parenting
- Personal/Social Relationship Skills & Development
- Legal Issues
- Self-Advocacy/Self Esteem/Self Discipline
- Permanency Work/Connections
- Safety Issues/Crisis Strategies
- Any other goals determined by the youth
- Other applicable Life Skills

The Plan shall have specific measurable goals and time frames for achieving the goals.

The Program shall include Family Team Meetings for assessment and planning.

The Program will provide for youth to participate in the State's designated Independent Living Program when required, provide transportation to the same, and work with Independent Living Providers and youth to plan for and allow practice of independent living skills in the placement setting.

The Program shall include treatment program meetings where the youth is receiving outpatient psychiatric treatment while in placement or in-patient psychiatric treatment while Program is receiving a retainer payment.

Youth will receive services and supports that are outlined in their Youth Transition Plan from DCFS. The primary goal is to help the youth maintain stable housing and to prepare them for life after they leave foster care or extended foster care.

The Program will connect youth with community-based supports, which will require the Contractor to be familiar with not only the youth's developmental needs but also with service providers and resources.

The Program will include targeted services that would include parenting supports for youth with children and/or treatment for youth with mental health and/or substance abuse problems. Contractor should also provide supportive services to prevent youth from engaging in behaviors that could possibly lead to their eviction.

B. Housing

- Housing options can include: small dormitories, shared-housing style, efficiency, or small, shared apartments aggregated in a setting that allows for monitoring.
- Housing shall provide adequate living space for youth based on State licensing standards and ensure the living space is maintained in a condition supporting a healthy and sanitary living environment. Housing must meet the health, fire and safety standards of the governing agencies of the community.
- One (1) Program staff member must be accessible 24 hours a day to the youth.
- Youth must have a room or unit that can be locked, to secure their personal belongings, including nonperishable food items.
- All sleeping areas will be furnished with a bed and storage for clothing.
- Sharing of sleep space is allowable.
- Same sex 16 and 17 years olds are allowed to share sleep spaces. Same sex 18-20 year olds are allowed to share sleep spaces. Special waivers can be requested for same sex siblings or special circumstances.
- All homes shall have a dinette and seating area. Kitchen areas must be fully stocked with all appropriate kitchen appliances.
- Groceries shall be provided at initial placement and at regular established intervals thereafter as needed, but at least monthly. Contractor shall assist youth in purchasing groceries and allow youth to be involved with the purchasing of groceries. Grocery provision shall be accomplished by providing the youth a set grocery allowance of no less than \$50 per week or by Contractor payment for all grocery supplies of all youth during shopping trips to accommodate at least \$50 worth of groceries per youth, per week, if needed.
- Youth shall be responsible for all meal planning, recipe selection, development of ingredients (shopping) lists, grocery shopping, and food preparation.
- Contractor shall supply:
 - Cleaning supplies,
 - Hygiene supplies. The youth shall be allowed to choose their own products. Contractors should also assist youth in purchasing their own hygiene supplies,
 - Basic furniture, including, at minimum, storage for clothing, a bed, furnished area for dining, living or sitting room furniture,
 - Bed, bath, and kitchen linens, including a pillow and a blanket or other type of covering,
 - Laundry facilities, and
 - Cooking/serving/eating utensils, dishes, cookware.
- All sites must have computer and internet access with a clear plan for reasonable monitoring to ensure safety and the ability to restrict access, if it becomes a safety issue, as agreed upon by DCFS. Youth may have individual computers at their own expense.
- All sites will have an operating telephone with basic service paid by the Contractor. Youth are allowed to have their own personal phones at their own expense but with a clear plan for monitoring safety.
- TLP's are drug, alcohol and smoke free programs. No illegal substances are allowed on the Program's property.
- Contractors must have appropriate protocols in place for youth that may use illegal substances. Considerations should be made in regards to adolescent brain development and normal youth risk behavior. These protocols should work through these behaviors in a supportive and positive way.
- Programs accepting parenting youth who are either custodial or non-custodial caregivers must ensure that their children can safely live with or spend nights/weekends with him or her, after completing a home safety assessment and ensure there is adequate safe sleeping equipment for the children. Co-sleeping is prohibited.
- Contractors shall have written policies and procedures posted for the youth for provisions and maintenance of the housing, utility, and phone services as well as for emergency procedures such as fire alarms. Policy and procedures shall be reviewed with youth at placement and at least quarterly thereafter. Contractor shall show youth all exit points within the dwelling, location of smoke detectors and fire extinguishers, and the Contractor

shall demonstrate knowledge of use and maintenance of safety equipment available.

- Contractors shall issue funds at specified periods during each month but at least once each month at no less than \$150 monthly to each youth placed in the Program for allowance, personal needs, and clothing to use at his/her own discretion. Contractors shall offer youth guidance in planning for use of funds.

C. Transportation

Prior to youth exiting foster care, Contractors are expected to assist with the following:

- Where public transportation is available, passes will be issued monthly.
- Youth will be given necessary support to learn to effectively utilize public transportation.
- When public transportation is unavailable, a transportation plan shall be established by the Contractor.
- If transportation is unavailable, Contractors are required to provide transportation.

D. Crisis Situations

Programs must have a written protocol to address, at minimum, the below listed crisis situations. It must include how non-disciplinary methods of continued support and planning for youth will be used. Written protocol must be a part of proposal and approved by DCFS Transitioning Youth staff.

- Fire
- Elopement/Abandonment of Apartment
- Psychiatric Hospitalization
- Delinquency, criminal activity, police engagement
- Medical Emergencies
- Illegal Substances/Substance Use
- Domestic Violence
- Human Trafficking
- Weapons
- Emergency child care plan for youth with child(ren)
- Other Serious or Dangerous Behaviors

Program will develop a plan with each youth outlining how to respond to emergencies and natural disasters. This plan should be provided to the youth within 72 hours of initiating placement.

E. Programmatic Requirements

- Program must be licensed and meet all requirements contained in the Minimum Licensing Requirements through the DCFS Bureau of Licensing (<http://dss.louisiana.gov/page/246>).
- Contractor shall ensure that all licensed staff remains licensed by their regulatory board.
- Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See R.S. 15:587.1).
- Contractor shall administer a comprehensive program of services for each youth to enhance independent living skills.
- Contractor shall work in partnership with Independent Living Providers designated by the State, the youth, and/or DCFS staff to establish in home practices to reach independence.
- Program shall require a staffing level of at least one (1) staff member per six (6) youth during the day and at least one (1) staff per twelve (12) youth during the evening hours. Direct supervisory/service delivery staff shall be at least 21 years of age and demonstrate sufficient maturity to supervise/support youth in the Program. Experience in serving adolescents will be preferred.
- Youth served shall be age 16 to 20 and demonstrate capacity for responsible Program participation to include, but

not be limited to:

- Accepts medications prescribed,
 - Enrolled in an educational or vocational program, working 80 hours a month, or meeting another Extended Foster Care (EFC) eligibility criteria,
 - Has defined educational/vocational goals and plan,
 - Demonstrates positive interpersonal skills, and
 - Accepts structure and rules,
- Youth who exhibit the following criteria may not be eligible to participate:
 - gang involvement resulting in violent behaviors,
 - history of violent criminal behavior,
 - current homicidal ideations/threats/attempts or extreme aggression within the past thirty (30) days,
 - suicidal attempts within the last thirty (30) days,
 - significant impairment in youth's ability to meet independent living goals as a result of chronic mental health issues, psychotic behavior not controlled by medication, or untreatable problem sexual behavior.

F. Intake Process

Once it is determined that the youth meets the above criteria and the youth desires to live in a TLP, the Contractor will be provided the following specific documentation prior to meeting with the youth:

- Case Plan/Youth Transition Plan (YTP),
- Any evaluations (psychiatric/psychological),
- Health Information, including medications, and
- Educational Records.

G. Discharge Policy

Programs must:

- Have written protocols to prevent unplanned discharges/removals.
- Include a written discharge plan that provides a sufficient transition for the youth.
- Ensure that emergency needs of the youth, such as violent behavior or suicide attempts, be addressed immediately by the youth, Contractor and the Department.
 - Ensure Contractor will not demand same day discharge of any youth.
 - Same day discharges shall not be justified solely on the basis of the youth running away, or assaultive behavior by youth. Same day discharges shall not be considered if the youth appears capable and willing to complete the service plan upon return to the Program.
- Provide agreement regarding implications of same day discharges:
 - Same day discharges shall automatically subject the Contractor to financial sanctions up to \$500.00 per day withheld from any subsequent payment, for up to five (5) days.
 - Failure to attempt emergency stabilization when necessary shall constitute grounds for suspension or revocation of the contract.
- Accommodate readmission to the Program if the youth was absent for psychiatric treatment, including treatment for substance abuse, if space is available and the youth is capable of completing the service plan. DCFS may pay to reserve a bed for up to fifteen (15) calendar days. When the Department pays for bed retention, the Contractor shall agree to maintain placement upon youth's discharge for a minimum of the number of days for which a retainer was paid, without requiring additional payment.
- Require thirty (30) working day prior notice for discharges.

2.2 Self-Sufficient Transitional Living

Self-Sufficient Transitional Living provides youth with a lower level of supervision and support than Supportive Transitional

Living Programs. Program staff are not on the property site 24/7 to provide supervision and support. Instead, youth typically have periodic contact with a case manager who may make home visits as infrequently as once per month or as frequently as once a day. Programs can provide some supportive services; however, the youth are usually referred to community-based agencies or other resources. This type of Program would provide the youth with a more conventional housing experience and be more conducive to community integration. As such, it would be better suited for youth who are more mature and are better prepared to live independently, but still require some support and services.

A. Assessment & Planning

The optimal level of structure, supervision and support varies among youth and changes over time as they develop and mature. An initial written assessment of the youth's strengths and needs will be completed within thirty (30) days of placement. Each outcome objective domain that shows needs shall be specifically addressed in the youth's plan with opportunities for teaching, re-teaching, practice and strengthening. Assessment Categories established:

- Personal Health and Care
- Education
- Employment
- Transportation
- Community Resources
- Home Management/Housing
- Money Management/Financial
- Sexual Development/Pregnancy/Parenting
- Personal/Social Relationship Skills & Development
- Legal Issues
- Self-Advocacy/Self Esteem/Self Discipline
- Permanency Work/Connections
- Safety Issues/Crisis Strategies
- Any other goals determined by the youth
- Other applicable Life Skills

The Plan shall have specific measurable goals and time frames for achieving the goals.

The Program shall include Family Team Meetings for assessment and planning.

The Program shall include treatment program meetings where the youth is receiving outpatient psychiatric treatment while in placement or in-patient psychiatric treatment while Program is receiving a retainer payment.

Youth will receive services and supports related to the youth's Youth Transition Plan from DCFS. The primary goal is to help the youth maintain stable housing and to prepare them for life after they leave foster care or extended foster care.

The Program will connect youth with community-based supports, which will require the Contractor to be familiar with not only the youth's developmental needs but also with service providers and resources.

Contractor should also provide supportive services to prevent youth from engaging in behaviors that could possibly lead to their eviction.

B. Housing

- Housing options can include: small dormitories, shared-housing style, efficiency, or small, shared apartments aggregated in a setting that allows for monitoring.
- Housing shall provide adequate living space for youth based on state licensing standards and ensure the living

space is maintained in a condition supporting a healthy and sanitary living environment. Housing must meet the health, fire and safety standards of the governing agencies of the community.

- One Program staff member must be accessible 24 hours a day to the youth.
- Youth must have a room or unit that can be locked, to secure their personal belongings, including nonperishable food items.
- All sleeping areas will be furnished with a bed and storage for clothing.
- Sharing of sleep space is allowable.
- Same sex 16 and 17 years olds are allowed to share sleep spaces. Same sex 18-20 year olds are allowed to share sleep spaces. Special waivers can be given for same sex siblings or special circumstances.
- All housing shall have a dinette and seating area. Kitchen areas must be fully stocked with all appropriate kitchen appliances.
- Groceries should be supplied at initial placement. A grocery allowance of \$75 per week should be provided to the youth thereafter. Youth shall be responsible for all meal planning, recipe selection, development of ingredients (shopping) lists, grocery shopping, and food preparation. Contractor shall support and assist youth as needed to any additional community resources.
- Contractor shall supply:
 - Cleaning supplies, at initial placement and at least monthly thereafter as needed
 - Basic furniture, including, at minimum, storage for clothing, a bed, a chair, and a table
 - Bed, bath, and kitchen linens, including a pillow and a blanket or other type of covering
 - Laundry facilities
 - Cooking/serving/eating utensils, dishes, pots
- All sites must have computer access, with internet access with a clear plan for reasonable monitoring to ensure safety. Youth may have individual computers at their own expense.
- All sites will have an operating telephone with basic service paid by the Contractor. Youth are allowed to have their own personal phones at their own expense but with a clear plan for monitoring safety.
- TLP's are drug, alcohol and smoke free programs. No illegal substances are allowed on the Programs property.
- Contractors must have appropriate protocols in place for youth that may use illegal substances.
- Programs accepting parenting youth who are either custodial or non-custodial caregivers must ensure that their children can safely spend nights/weekends with him or her, after completing a home safety assessment and ensure there is adequate safe sleeping equipment for the children. Co-sleeping is prohibited.
- Contractors shall have written policies and procedures posted for the youth for provisions and maintenance of the housing, utility, and phone services as well as for emergency procedures such as fire alarms. Policy and procedures shall be reviewed with youth at placement and at least quarterly thereafter. Contractor shall show youth all exit points within the dwelling, location of smoke detectors and fire extinguishers, and the Contractor shall demonstrate knowledge of use and maintenance of safety equipment available.
- Contractor shall issue funds at specified periods during each month, but at least once each month, at no less than \$150 monthly to each youth placed in the Program for allowance, personal needs, and clothing to use at his/her own discretion. Contractors shall offer youth guidance in planning for use of funds.

C. Transportation

Contractors shall assist with the following:

- Where public transportation is available, passes will be issued to youth monthly.
- Youth will be given necessary support to learn to effectively utilize public transportation.
- When public transportation is unavailable, a transportation plan shall be established by the Contractor.
- If transportation is unavailable, Contractors are required to provide transportation.

D. Crisis Situations

Programs must have a written protocol to address, at minimum, the below listed crisis situations. The protocol must

include how non-disciplinary methods of continued support and planning for youth will be used. Fire

- Elopement/Abandonment of Apartment
- Psychiatric Hospitalization
- Delinquency, criminal activity, police engagement
- Medical Emergencies
- Illegal Substances/Substance Use
- Domestic Violence
- Human Trafficking
- Weapons
- Emergency child care plan for youth with child(ren)
- Other Serious or Dangerous Behaviors

Program will develop a plan with each youth outlining how to respond to emergencies and natural disasters. This plan should be provided to the youth within 72 hours of initiating placement.

E. Programmatic Requirements

- Program must be licensed and meet all requirements the Minimum Licensing Requirements through the DCFS Bureau of Licensing (<http://dss.louisiana.gov/page/246>).
- Contractor shall ensure that all licensed staff remains licensed by their regulatory board.
- Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See R.S. 15:587.1).
- Contractor shall administer a comprehensive program of services for each youth to enhance independent living skills.
- Contractor shall work in partnership with Independent Living providers and/or DCFS staff to establish in home practices to reach independence.
- Direct supervisory/service delivery staff shall be at least 21 years of age and demonstrates sufficient maturity to supervise/support youth in the Program. Experience in serving adolescents will be preferred.
- Youth served shall be age 16 through 20 and demonstrate capacity for responsible program participation to include, but not limited to:
 - Accepts medications prescribed,
 - Enrolled in an educational or vocational program or working 80 hours a month and performing successfully based on the standards of the program and job,
 - Has defined educational/vocational goals and plan,
 - Demonstrates positive interpersonal skills, and
 - Accepts structure and rules.
- Youth who exhibit the following criteria may not be eligible to participate:
 - gang involvement resulting in violent behaviors,
 - history of violent criminal behavior,
 - current homicidal ideations/threats/attempts or extreme aggression within the past thirty (30) days,
 - suicidal attempts within the last thirty (30) days,
 - significant impairment in youth's ability to meet independent living goals as a result of chronic mental health issues, psychotic behavior not controlled by medication, or untreatable problem sexual behavior.

F. Intake Process

- Once it is determined that the youth meets the above criteria and the youth desires to live in a TLP, the Contractor will be provided the following specific documentation prior to meeting with the youth.
 - Case Plan/YTP,
 - Any evaluations (psychiatric/psychological),

- Health Information, (including medications), and
- Educational Records.

G. Discharge Policy

Programs must:

- Have written protocols to prevent unplanned discharges/removals.
- The written discharge plan should provide a sufficient transition for the youth
- Ensure that emergency needs of a youth, such as violent behavior or suicide attempts, be addressed immediately by the youth, Contractor and the Department
- Ensure Contractor will not demand same day discharge of any youth
- Provide agreement regarding implications of same day discharges
 - Same day discharges shall automatically subject the Contractor to financial sanctions up to \$500.00 per day withheld from any subsequent payment, for up to five days
 - Failure to attempt emergency stabilization when necessary shall constitute grounds for suspension or revocation of the contract
 - Same day discharges shall not be justified solely on the basis of the youth running away, or assaultive behavior by youth. Same day discharges shall not be considered if the youth appears capable and willing to complete the service plan upon return to the Program.
- Accommodate readmission to the Program if the youth was absent for psychiatric treatment, including treatment for substance abuse, if space is available and the youth is capable of completing the service plan. DCFS may pay to reserve a bed for up to fifteen (15) calendar days. When the Department pays for bed retention, the Contractor shall agree to maintain placement upon youth's discharge for a minimum of the number of days for which a retainer was paid, without requiring additional payment.
- Require 30 working day prior notice for discharges.

2.3 Youth with Minor Children in Either Placement Setting

Youth with minor children may be placed in either placement setting. Youth whose minor children are not in the custody of the State may participate. Youth with children in State's custody but are participating in trial placement with their child shall be provided placement together. Contractor will assist youth in identifying and applying for community resources to assist in the care of the minor child as needed.

Payment by the Department of a board rate for non-custody children of foster youth/parents will be \$264 per month for as long as the infant/child remains in the youth parent's custody. This payment does not include an administrative rate for the Contractor. The non-custody board rate shall be for use by the Transitional Living Program to subsidize the care of the youth's child. Sufficient funds shall be provided to the parent to provide for the basic needs of the infant not otherwise served through other community resources and programs, e.g., formula, food (beyond WIC amount), diapers, clothing, transportation, over-the-counter medications and supplies, toys, bedding, etc. Contractor shall assist and educate the youth parent in money management skills to meet the needs of their child.

If the presence of the youth's infant/child increases the Contractor's cost of care to the family unit, then, with prior written approval from the DCFS caseworker for the parent, up to 30% of the \$264 may be used toward payment of rent, utilities, or other ancillary services.

While Contractors shall not be required to provide services to non-custody infants, services to the parent shall support their parenting role. Pre-placement planning with the DCFS caseworker and parent shall address services required for the non-custody infant and how the Contractor will specifically assist the parent in meeting those needs. Ex: Transportation to meet the infant's medical appointments, take the infant to day care, access early

intervention programs for the infant, shop for the infant, and any other appropriate community services available.

Youth with infant/child in the custody of the State may be provided placement together when deemed appropriate. A safety plan must be developed between DCFS, the Contractor, and the youth regarding the care of the infant/child prior to placement with the parent to ensure the infant/child is not placed at risk. The case goal for the infant/child must be reunification which should appear likely within 3 months of joint placement of the youth and infant/child. The Contractor must be prepared to support the youth in achieving reunification as quickly as possible by participating in case planning with DCFS and the youth in determining how to achieve reunification and by providing transportation as needed to fulfill the DCFS court-ordered case plan requirements for the youth and their infant/child.

When the infant/child of a youth is in foster care custody, the regular foster care board rate provided to a foster home placement based on the age of the infant/child will be paid to the Contractor, rather than the contract rate typically provided for a youth program participant in the Transitional Living Program. These rates are based on and authorized by the legislative session.

The regular average monthly rates for children are:

Birth up to age two years (\$15.58/day):

Room and board	\$313.77
Diapers and formula	\$ 61.50
Clothing	\$ 61.50
Child's monthly allowance	\$ 9.72
Personal items	\$15.37
<u>Gift allowance</u>	<u>\$5.54</u>
TOTAL	\$467.40

Age two to five years (\$13.57/day):

Room and board	\$314.76
Clothing	\$61.50
Child's monthly allowance	\$9.93
Personal items	\$15.38
<u>Gift allowance</u>	<u>\$5.53</u>
TOTAL	\$407.10

Contractors shall retain the portion of the board rate for room and board of the child. The Contractor must supply a private bedroom for a youth with a minor child, and the Contractor must supply appropriate furniture such as baby/toddler beds, cleaning supplies such as child appropriate laundry detergent, infant/child appropriate dishes, and linens for the care of the youth's child.

Contractor may claim reimbursement at the State rate, as determined by the Louisiana Division of Administration PPM 49, per mile for mileage based on exact odometer readings traveled in providing services specific to the infant/child of the youth for the duration of State custody of the infant/child.

Contractor must visit daily and visually examine the infant/child in foster care custody to ensure safety and well-being.

Child Care Services are available for children of youth either in foster care or extended foster care, age 16 to 20, through DCFS child welfare childcare services for the length of time the minor child remains in Foster Care (State custody). The caseworker can authorize and arrange childcare, which is limited to Type III licensed child care

providers willing to accept the Child Care Assistance Program rate. The Contractor is not allowed to provide this service and will not be directly reimbursed for providing payment for this service; payment must be provided through the DCFS invoicing process. No registration, co-pay, or other fees are allowed.

Contractors shall include mentoring, education, and support related to child development, childcare, and age appropriate child supervision in the Program services to the youth.

2.4 Deliverables

- Contractor shall confer regularly, but no less than monthly, with the youth's caseworker to evaluate progress in the attainment of service goals.
- Contractor shall maintain an individual case record that shall include service plans, progress updates, and documentation of services delivered. This record shall be readily available to DCFS representatives, including the workers who are directly involved with that particular youth. All information contained in the youth's record shall be considered privileged and confidential. Access to the youth's record shall be limited to DCFS personnel and the youth unless prior written authorization is obtained from DCFS as well as the youth who are over 18 years old.
- Quarterly reports shall be submitted by the Contractor to the DCFS caseworker regarding the youth's health, service plan, progress, significant incidents, and account balances.

3.0 EVALUATION AND SELECTION

3.1 Evaluation and Review

3.1.1 General Evaluation

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

All responsive proposals will be evaluated against stated criteria. The evaluation team will evaluate each proposal according to the selection criteria outlined below. The proposal with the highest score will be recommended for selection.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Approach and Methodology	45
Company Background and Experience	9
Proposed Project Staff	9
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none">• <i>Up to 10 points available for Hudson-certified Proposers;</i>• <i>Up to 12 points available for Veteran-certified Proposers;</i>• <i>If no Veteran-certified Proposers, those two points are not awarded.</i> <i>See Section 3.3 for details.</i>	12
Cost	25
Total Score	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Approach and Methodology, Company Background and Experience, and Proposed Project Staff to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer(s) with the highest overall score(s) will be recommended for award.

3.1.2 Evaluation of Multiple Scopes and Regions

Proposals will be evaluated based on the Scope of Services proposed. In the event that a Proposer offers both Supportive Transitional Living and Self-Sufficient Transitional Living, the technical score will be calculated for each Scope of Services. A Proposer may have up to two technical scores, one for Supportive Transitional Living and one for Self-Sufficient Transitional Living, which will be added to the Proposer's cost score and Louisiana Veteran and/or Hudson score for each proposed region.

3.2 Cost Evaluation

Cost proposals, submitted on Attachment 4: Cost Worksheet, will be evaluated independently per region and Scopes of Service.

The Proposer shall provide, for each paired region and Scope of Service, a per diem rate to be paid per each youth placed in the program. Proposer shall provide this rate for each year of proposed contract term.

The Proposer with the lowest total cost per Scope of Service in each region shall receive twenty-five (25) points. Other Proposers who are proposing the same Scope of Service in the same region shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated (Year 1 Per Diem + Year 2 Per Diem + Year 3 Per Diem)

3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:
- B. Proposer Status and Allotment of Reserved Points
 - i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
 - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
 - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
 - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed and for which Scope of Service; and
- iii. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

4.0 PERFORMANCE STANDARDS

4.1 Performance Requirements

- The contract monitor will review the following two metrics quarterly:
 - Percentage of youth that exited the program to either reunification, adoption, or guardianship with a legal guardian; or to their own apartment or domicile; and
 - Percentage of youth that exited the program to enrollment in an educational setting and/or part time or full-time employment.
- If the Contractor falls below a percentage of 90% success in either of these categories, measured quarterly, they may be subject to a performance improvement plan at the discretion of DCFS, which includes the steps to be taken by the Contractor to maintain acceptable performance.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation

The Contractor shall provide the following youth outcomes:

- **Measure:** Youth will demonstrate ability to function in a living situation independently.
Evaluation:
 - Provide documentation of youth's independent management of financial resources and bills without the need of the Contractor's assistance through documentation of successfully managing personal financial resources, maintaining a clean living environment, meeting personal food and clothing needs, continuing satisfactory progress in education/vocational program or employment and development of healthy personal/social relationships and/or permanent connections.
 - Youth will demonstrate an understanding of how to access community resources to function independently. Contractor will document youth's verbal reports of using community resources necessary to function independently such as accessing transportation, medical/dental/mental health resources, educational programs, childcare, etc.
 - For financial responsibilities automatically covered by monthly payments to the Contractor such as board and utilities, provide documentation of youth discussion at beginning of each month regarding how this will realistically be budgeted and covered when the youth is living independently.
 - Upon discharge from the Program, the youth will exit into permanent housing.
- **Measure:** Youth will progress educationally.
Evaluation: The Contractor will provide the youth's educational documentation (report cards, diplomas, certificates, etc.).
- **Measure:** Youth will demonstrate understanding of an ability to access community resources to function independently.
Evaluation: Youths' verbal report of community resources necessary to function independently such as Child Care Assistance Program participation, transportation resources, medical/dental and mental health facilities, educational programs, and employment.

4.2.2 Monitoring Plan

DCFS will review documentation for the Performance Measures listed during quarterly site visits and file reviews.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

5.0 DCFS Attachments

ATTACHMENT 1: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and seven (7) business days to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified

outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or
Authorized
Representative

Typed or Printed Name: _____

Date: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT 2: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT 3: SAMPLE CONTRACT

DCFS-CF-1
Rev. 03/21

PO # 2000 _____
SC # 1000 _____

AGREEMENT BETWEEN
THE STATE OF LOUISIANA

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

FOR

Personal Professional Consulting Social Services Interagency Governmental

1) Contractor:	5) Fed. Employee Tax ID or SS #:
2) Address:	6) Parish(es) Served:
3) City: State: Zip Code:	(Contracts with individuals) 7) License or Certificate #:
4) Remit-To-Address (if different):	(Contracts with individuals) 8) Date of Birth:
City: State: Zip Code:	(Contracts with individuals) 9) Place of Birth:

10) **Brief Description of Services to be provided:** Include description of work to be performed, goals and objectives to be met that are measurable; description of reports or other deliverables with dates to be received (when applicable). In a consulting service, a resume' of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

See Exhibit A

11) Effective Date: _____ 12) Termination Date: _____

13) Maximum Contract Amount: \$ _____

14) **Terms of Payment:** If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate **RATE OR STANDARD OF PAYMENT**, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract. (Attach Exhibit B, if applicable)

Contractor shall bill monthly, in arrears, for actual cost incurred for services rendered (provided). Supporting documentation of the costs incurred must accompany the form for reimbursement. Each monthly invoice must be submitted by 15th of the month following the month of services.

The Contractor will expend funds in a manner consistent with the budget, which is part of this contract and attached as Exhibit B. Providing that there is no change to the total contract amount, the contractor can reallocate funds in cost categories or add new cost categories only upon written approval of DCFS.

See Exhibit B – Budget

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: _____
(Specific Person, Position or Section)

15) Special or Additional Provisions, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

- Maximum contract amount includes travel, which will be reimbursed in accordance with State Travel Regulations **PPM49**
 - Invoices for reimbursement will be processed within 30 days of receipt
 - Contract Extensions: *This subsection applies to contracts with less than a three-year term.* If necessary, this contract may be extended for one or more periods of time not to exceed a total contract period of three (3) years or thirty-six (36) months.
-

16) If Corporation Profit or Non-Profit Let by RFP Advance Vendor Subrecipient

CFDA Title and Number _____
Award Name, Number, Year _____
Federal Agency _____
Federal Laws/Regulations _____

General Terms and Conditions

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

Contract Monitor

The Contract Monitor for this contract is _____

Monitoring Plan: Contract agency shall develop a monitoring plan specific to the monitoring needs and performances measures of the Contract Party's project. During the term of this agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's Plan to ensure compliance with contract requirements.

Civil Rights and Federal Requirements Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

The Contractor hereby agrees to adhere to all requirements imposed by or pursuant to the regulations of the United States Department of Health and Human Services.

The Contractor agrees to abide by the requirements of the Howard M. Metzenbaum Multiethnic Placement Act of 1994 and Interethnic Placement Act of 1996 with regard to non-discrimination in the use of race, color, or national origin as considerations in adoption and foster care placements.

The Contractor will comply with Public Law 103-227 Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loan, or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Contractor(s) shall abide by all applicable state and federal laws or regulations, including but not limited to, the Children's Health Act of 2000 (H.R. 4365), specifically Part I, (42 U.S.C. 290 jj, et seq.), Requirements Relating to the Rights of Residents of Certain Non-Medical, Community Based Facilities for Children and Youth. Copies of excerpts from this law may be obtained from DCFS. This law governs the use of restraints and seclusion, training of staff and reporting to regulatory agencies. The law prohibits the use of mechanical restraints; requires that each facility report to the appropriate State licensing or regulatory agency each use of restraint and seclusion, and each death that occurs at each facility within twenty-four (24) hours; and requires that facilities have an adequate number of qualified professional and supportive staff to evaluate residents, to formulate written individualized, comprehensive treatment plans, to provide active treatment measures, and to provide appropriate training and certification of staff on the prevention and use of physical restraint and seclusion. The law further requires that a facility, until such time that Federal regulations are promulgated setting forth requirements for States, shall develop and implement interim procedures that meet the requirements of 42 U.S.C. 290 jj, et seq. Each facility shall provide the Agency with proper documentation evidencing procedures developed by the facility to fulfill the requirements of this law on an annual basis.

The Contractor shall abide by all laws and regulations concerning confidentiality which safeguard patient/client information. In no circumstance shall the Contractor permit public identification of a child as a ward of the state without prior written Agency consent.

Veteran/Hudson Small Entrepreneurship Program Participation

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

Confidentiality

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior written approval of DCFS.

Audits, Inspection and Review of Records

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this contract and the right to conduct on-site monitoring.

Social Service Contractor also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

- (1) Any subrecipient contractor who expends \$750,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of 2 CFR Part 200 Subpart F Revised December 26, 2014. Regarding Audit Requirements for Federal Awards. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exceptions to an annual audit are those exceptions as noted at 2 CFR Part 200.504 Subpart F.
- (2) Any subrecipient contractor who expends less than \$750,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- (3) Any subrecipient contractor who expends less than \$750,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.
- (4) Any subrecipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 2203

Contractor subrecipient is required to obtain approval of its engagement letter from the Legislative Auditor's office. This engagement letter approval process should begin at least ninety (90) days prior to the end of the Contractor's fiscal year. Contractor subrecipient shall inform the Agency thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract or grant should be attached. Subrecipient contractor should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.

Upon completion of the audit engagement, two (2) copies of the completed report shall be forwarded to Louisiana Department of Children and Family Services, c/o Office of Management and Finance, External Audit Section, P. O. Box 3927, Baton Rouge, LA 70821. This is in addition to any other required submissions imposed on the audit entity.

Record Retention and Inspection

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Order of Precedence Clause

This Contract shall, to the extent possible, be construed to give effect to all provisions contained herein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

Entire Agreement Clause

This Contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Assignment of Interest in the Contract

Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the State. Failure to provide prompt written notice of any such assignment shall be grounds for termination of the contract. "Prompt written notice" is defined as "written notice provided within ten days of the assignment".

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and shall be identified under **Tax ID #** _____ and **LDR Acct #** _____.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue shall determine that the prospective contractor is current in filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue and shall provide a tax clearance prior to approval of the contract.

Payments

It is agreed that in consideration for the goods delivered or services performed, the Agency shall make all checks payable to the order of Contractor in the amounts expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions." It is further agreed that Contractor accepts payment made under the terms of the agreement in full for services delivered.

Prohibitions on use of Funds

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

Notice of State Employment

This subsection is applicable only to contracts with individuals.

Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with the State of Louisiana and notify the contracting office of any additional state employment.

Property of the State

When applicable, upon completion of this contract or if terminated earlier, copies of all records, reports, worksheets or any other materials related to this contract shall be provided to the state upon request.

Subcontracts

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior

written approval of the Agency (which approval shall be attached to the original agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. Any subcontractor shall be required to sign the Subcontractor Debarment Certification Attachment, which shall become a part of this contract.

Alterations, Variations, Modifications, or Waivers

Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by Agency.

Amendments

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

Set Off

In the event the Agency determines that certain costs, which have been reimbursed to Contractor pursuant to this, or previous agreements are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.

Background Checks

Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See R.S. 15:587.1).

Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

Liability and Indemnification

Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use

of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

Minimum Scope and Limits of Insurance

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana),

or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Children and Family Services, Its Officers, Agents, Employees and Volunteers
Attn: Shannon Catanzaro
P.O Box 3318, Baton Rouge, Louisiana 70821
Transitional Living Program [Click here to enter the Project or Contract #](#)

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

Availability of Funds

This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until the agreement has been approved by required authorities of the Department; and, if contract exceeds \$2,000.00, the Director of the Office of State Procurement, Division of Administration, in accordance with LA R.S. 39:1595.1. It is the responsibility of the contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Reports

If applicable, at least by the end of each 6-month period of the above-mentioned contract, Contractor must submit to the Agency, a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.

Environmental Tobacco Smoke

Contractor will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol

treatment. The Contractor further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond specified termination date. The contractor shall be entitled to payment for work in progress, to the extent work has been performed satisfactorily.

E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

Controversies

Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to LA R.S. 39:1672.2-1672.4.

Force Majeure

The Contractor and the State of Louisiana shall be exempted from performance under the contract for any period that the Contractor or State of Louisiana is prevented from performing any services in whole or part as a result of an Act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or State of Louisiana has prudently and promptly acted to make any and all corrective steps that the Contractor or State of Louisiana can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination.

Governing Law

All activities associated with this contract shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to LA R.S. 39:1551-1755; executive orders; and standard terms and conditions.

Headings

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

Anti-Kickback Clause (Federal Clause)

Contractor agrees to adhere to the mandate dictated by the Copeland (Anti-Kickback) Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation.

Clean Air Act (Federal Clause)

Contractor agrees to adhere to the provisions, which require compliance with all applicable standards orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. This clause applies to contracts with federal funds.

Energy Policy and Conservation (Federal Clause)

Contractor recognizes the mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). This clause applies to contracts with federal funds.

Clean Water Act (Federal Clause)

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. This clause applies to contracts with federal funds.

Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The primary contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
2. Where the primary contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

ATTACHMENT 4: COST WORKSHEET

Proposers shall complete the below cost worksheet to be considered for award. If it is not completed, the Proposer will be disqualified from consideration.

Instructions: Proposer shall provide per-diem rate(s) for each youth placed into the Program. Per-diem rates are valid for the specific region, year, and Scope of Service being offered by the Proposer. Proposers may submit pricing for one or both Scopes of Service and one or more regions, but must provide pricing for all three years of expected contract term for each Scope of Service and region proposed.

Scopes of Service are defined in Section 2.0.

COST WORKSHEET

Per Diem Rate per youth, by region, Scope of Service, and Contract year				
Region	Scope of Service	Year 1	Year 2	Year 3
Alexandria	Self Sufficient			
	Supportive			
Baton Rouge	Self Sufficient			
	Supportive			
Covington	Self Sufficient			
	Supportive			
Greater New Orleans	Self Sufficient			
	Supportive			
Lafayette	Self Sufficient			
	Supportive			
Lake Charles	Self Sufficient			
	Supportive			
Monroe	Self Sufficient			
	Supportive			
Shreveport	Self Sufficient			
	Supportive			
Thibodaux	Self Sufficient			
	Supportive			

ATTACHMENT 5: BUDGET

CONTRACTOR	_____	ADDRESS	_____
SERVICE PROVIDED	_____	PARISH(ES)	_____
CONTRACT PERIOD	_____	SERVED	_____
		BUDGET PERIOD	_____

NOTE: All budget justifications including computation of this budget must be retained and provided upon request. If more space is needed you may attach additional sheets utilizing the same format for the appropriate section.

SECTION A. SALARY – (Contracted/hourly employees not included)

Complete this section only for expenses that will be invoiced to the contract. Percentage of salary charged to contract must correlate to the actual percentage of time worked in the Program.

(A)	(B)	(C)	(D) (B*C=D)	(E)	(F)
NAME POSITION/TITLE	ANNUAL SALARY from all sources (Fringe not included)	% OF TIME ALLOCATED TO DCFS PROGRAM	ALLOCATED ANNUAL SALARY AMOUNT TO DCFS PROGRAM	BUDGET PERIOD SALARY	BUDGET PERIOD MATCH
SECTION A. TOTAL					

SECTION B. Fringe Note: Itemize the fringe benefits for each position listed. Fringe benefits are not included in gross salary.

Position/T itle	(show % here) Retirement	(show % here) Insurance	(show % here) FICA	(show % here) UI	(show % here) Workers Comp	Other (Explain Details)	% To Contract	Contract Budget Period	Budget Period Match
SEC. B. TOTAL									

* Place % allocation used at top to determine benefit amount under each category heading*

SECTION C. TRAVEL EXPENSES

Complete this section only for expenses identified to the contract. Expenditures for training and travel for contract related purposes as authorized in the contract and in accordance with State of Louisiana Travel Policies and Procedures (**PPM 49**) unless otherwise stated in the contract such as, registration fees, mileage, meals, lodging, and car rentals.

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
<i>CONFERENCE TRAVEL (Enter Details)</i>		
<i>ROUTINE TRAVEL (Enter Details)</i>		
<i>OTHER (Enter Details)</i>		
SECTION C. TOTAL		

SECTION D. OPERATING EXPENSES

Expenditures, other than personal or professional services, required in the operation of the contract. Operating services include, but are not limited to, expenditures such as advertising, utilities, telephone services, printing, insurance, maintenance, rentals, dues and subscriptions, and communication services. **A copy of lease agreement should be attached.**

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION D. TOTAL		

SECTION E. SUPPLIES

Expenditures for articles and commodities, which are consumed, to be consumed, or materially altered when used in the operations of a business. List each type with complete description of item and costs. **Attach a detailed explanation of these charges.**

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION E. TOTAL		

SECTION F. PROFESSIONAL

Expenditures for services provided in specialized or highly technical fields by sources outside of the contractor. Professional services include accounting and auditing, management consulting, engineering and architectural, legal, medical, and dental.

(Subcontracts and non-salaried personnel should be included in this section.)

CHARGE (be specific)	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION F. TOTAL		

SECTION G. OTHER CHARGES

Complete this section only for expenses identified to the contract. Include expenditures peculiar to a contractor and not otherwise chargeable to another expenditure category. Expenditures for other charges must be identified and approved in the contract and budget documents. **Please explain in details each line item request.**

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION G. TOTAL		

SECTION H. EQUIPMENT

Complete this section only for expenses identified to the contract. Include tangible assets purchased for use in the operations of an office such as, office machines and furniture. Cost would include purchase price, delivery

charges, taxes, and other purchase related costs. Equipment is defined as any item of value and/or has a useful life of more than one (1) year. The value of equipment is defined by the user agency and funding source. **Contractor's required to obtain prior written approval from DCFS before making purchases.**

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION H. TOTAL		

SECTION I. INDIRECT COST

Complete this section only for expenses identified to the contract. Indirect costs should be no more than the agreed on budgeted amount. **Attach a copy of the contractor's approved indirect rate agreement or rate plan.**

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION I. TOTAL		

BUDGET SUMMARY

BUDGET ITEM	BUDGET PERIOD TOTAL	CONTRACT TOTAL	BUDGET PERIOD MATCH TOTAL
Section A Salary			
Section B Fringe			
Section C Travel Expense			
Section D Operating			
Section E Supplies			
Section F Professional			
Section G Other Charges			
Section H Equipment			
Section I Indirect Cost			
TOTAL			

Budget reflects entire cost of services. Contractor is responsible for all cost incurred which are not agreed upon for providing services through this contract.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY

THE CONTRACTING PARTIES. ALL PARTIES CERTIFY THAT THEY HAVE REVIEWED THE INFORMATION AND ARE AUTHORIZED TO ACT ON BEHALF OF THE RESPECTIVE AGENCY.

Contractor Name and Title

Date

DCFS Program Director, Manager, Consultant or Specialist

Date

