REQUEST FOR PROPOSAL

CHAFEE FOSTER CARE INDEPENDENCE PROGRAM

FOR

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

RFP #: 3000006591

PROPOSAL DUE DATE/TIME:

NOVEMBER 10, 2016
3:00 PM (CST)

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REQUEST FOR PROPOSAL
FOR

CHAFEE FOSTER CARE INDEPENDENCE PROGRAM
FOR
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

This Request for Proposal (RFP) is issued by the Department of Children and Family Services, herein referred to as DCFS or "the department". The DCFS provides for the public child welfare functions of Louisiana, delivering services through a state administered system of a central state office, nine (9) regional offices and less than (40) parish offices covering the sixty-four (64) parishes of Louisiana. A parish is a subdivision of the state similar to a county in other states. Through partnerships with the Office of Juvenile Justice (OJJ) and the federal tribes located in Louisiana, DCFS also supports the delivery of child welfare services to those populations of youth who are considered children in foster care.

DCFS Regions	Parishes in each DCFS Region
Alexandria	Rapides, Vernon, Avoyelles, Concordia, Grant, Winn, Catahoula, and LaSalle
Baton Rouge	East Baton Rouge, West Baton Rouge, Iberville, East Feliciana, West Feliciana, and Pointe Coupee
Covington	Livingston, St. Helena, St. Tammany, Tangipahoa, and Washington
Greater New Orleans	Orleans, Jefferson, Plaquemines and St. Bernard
Lafayette	Lafayette, Iberia, St. Martin, St. Landry, St. Mary, Acadia, Vermilion, 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, St. John the Baptist, and Ascension.

The Chafee Foster Care Independence Program is a federally funded program provided by the department statewide through contract providers. The program has been provided in Louisiana since 1999. The purpose of the federal funds under which the program operates was to enable state programs to be designed and conducted, in accordance with Sections 475 and 477 of the United States Social Security Act:

(1) to identify children who are likely to remain in foster care until 18 years of age and to help these children make the transition to self-sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management skills, substance abuse prevention, and preventive health activities (including smoking avoidance, nutrition education, and pregnancy prevention);

(2) to help children who are likely to remain in foster care until 18 years of age receive the education, training, and services necessary to obtain employment;

(3) to help children who are likely to remain in foster care until 18 years of age prepare for and enter postsecondary training and education institutions;

(4) to provide personal and emotional support to children aging out of foster care, through mentors and the promotion of interactions with dedicated adults;

(5) to provide financial, housing, counseling, employment, education, and other appropriate support and services to former foster care recipients between 18 and 21 years of age to complement their own efforts to achieve self-sufficiency and to assure that program participants recognize and accept their personal responsibility for preparing for and then making the transition from adolescence to adulthood;

(6) to provide the services referred to in this subsection to children who, after attaining 16 years of age, have left foster care for kinship guardianship or adoption; and

(7) to ensure children who are likely to remain in foster care until 18 years of age have regular, ongoing opportunities to engage in age or developmentally-appropriate activities as defined in section 475(11) of the Social Security Act.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593 et seq. from bona fide, qualified proposers who are interested in providing Chafee Foster Care Independence Program services within the Lafayette Region of Louisiana.

The Department seeks proposals from proposers capable of serving a minimum of all parishes within the Lafayette Region. It is anticipated only one (1) proposal will be accepted for the Lafayette region. A separate contract developed specific to the Lafayette Region will be required even if the selected proposer has previously been awarded a contract for the Chafee Foster Care Independence Program in another region. A proposer shall submit a separate proposal for the Lafayette Region even if the proposer has previously submitted a proposal for other DCFS Regions.. Acceptance of a previous proposal for contracted services within one DCFS region will not guarantee acceptance of a proposal by the same proposer for provision of services in the Lafayette Region.. Each proposal submitted for the Lafayette Region will be independently reviewed and analyzed for the needs of that region. A proposer must have or plan to have by the initiation of the contract, a physical presence of staff and an office within the Lafayette Region.

The proposal must demonstrate the following:

- Service to youth ages 14 through 26 in DCFS, OJJ or federal tribal custody; who aged out of DCFS, OJJ or federal tribal custody; or, who entered a Guardianship or Adoption arrangement out of DCFS, OJJ or federal tribal custody from foster care after age 16;
- Education and training on the basic skills necessary to live independently
    - Developmentally appropriate to each youth referred
    - Targeted to the individually assessed needs of each youth referred
    - Continuously evolving instructional experiences based on ongoing assessment of each youth's functional skill level
    - Involve experiential learning activities for the youth to practice and demonstrate skill development in each instructional area
    - Geographically and logistically convenient to each youth referred as well as the caretakers of the youth.

All proposed programs shall be based on Positive Youth Development principles, have a clear program philosophy, be strengths-focused in approach, have an experiential learning methodology for youth knowledge development and demonstrate evidence of capacity to build youth independence. The proposed programs must outline a progression of skill development for youth which demonstrates an ongoing learning relationship and assessment of progress with each youth from the point of referral of the youth by DCFS, OJJ or a federal tribe to the service provider and continuing throughout the course of the youth's stay in foster care, which should include plans for transition of service delivery and youth records from one provider to another when a child moves into a different DCFS region. Additionally, the method the proposer develops to meet the requirements of this program must be described in the proposal in such a way the work plan regarding the following is clear: the ongoing plan of the proposer in developing

DCFS, OJJ and tribal staff knowledge in more effectively working with youth and young adults ages 14 – 26; the marketing plan of the provider for recruitment of youth through regular contact with DCFS, OJJ and tribal social services staff within the service region; the strategy for engaging community partners in supporting service delivery to youth and young adults in the population served; and, the method for supporting continued DCFS, OJJ and tribal connections to youth as the youth age out of foster care to track youth success and for providing continued case management support directly to the youth after foster care exit.

1.1.2 Goals and Objectives

The department hopes to identify proposers with whom a partnership can be developed to insure support for the youth's case plan with DCFS and engagement of qualified professionals in case planning activities with the youth, DCFS caseworker, child's family and child's caretaker for as long as the youth remains in foster care. DCFS would like to achieve a shared commitment to services for youth which are consistent with the youth's needs and choices for transitioning to adulthood, which are provided in a manner that is receptive to adaptations to learning activities to meet the behavioral, emotional, medical, learning, intellectual or developmental challenges being experienced by an individual youth.

DCFS is interested in collaboration with a proposer that demonstrates a strong connection with local community partners, including family-run and faith-based organizations, federal tribes and youth support groups to ensure continuity of services and appropriate supports as the youth served assume self-responsibility.

The objective of the program is to provide services to youth residing in Louisiana in foster care through either DCFS, another state child welfare system, the juvenile justice system of Louisiana, or a federal tribe, ages 14 up to age 18. The population to be served also includes youth residing in Louisiana age 18 up to 26 who aged out of foster care upon achieving the age of majority through either DCFS, another state child welfare system, the juvenile justice system of Louisiana, or a federal tribe, and youth residing in Louisiana who entered a Guardianship or Adoption from foster care after age 16 prior to age 18. Annually in the Lafayette Region approximately 88 youth in foster care, reach the age of 14. All of these youth are within the age range to be eligible to begin receiving independent living services. Additionally, approximately 59 youth ages 15 – 17 are already in foster care on any given day and eligible for services. In the previous year, the CFCIP provider for Lafayette also served 15 youth within the age range 18 to 26.

1.2 Definitions

A. Shall and Will– The terms "shall" and "will" denote mandatory requirements.

B. Must - The term "must" denotes mandatory requirements.

C. May and Can- The terms "may" and "can" denote an advisory or permissible action.

D. Should – The term "should" denotes a desirable action.

E. Contractor – Any person having a contract with a governmental body; the selected proposer.

F. 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.

G. State- The State of Louisiana.

H. 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.

I. DOA - Division of Administration

J. OSP – Office of State Procurement

K. Proposer – A firm or individual who responds to this RFP.

L. RFP – Request for Proposal

M. DCFS – Department of Children and Family Services

N. OJJ – Office of Juvenile Justice

O. "the department" – DCFS

P. CFCIP – Chafee Foster Care Independence Program

Q. youth – for the purposes of this solicitation refers to individuals at least age 14 and up to age 26

R. National Youth in Transition Database (NYTD) – A survey required every six months by the federal Children's Bureau of all youth served in Foster Care between ages 14 and 17 and of a sample of those same youth in follow-up surveys as they achieve ages 19 and 21.

S. Louisiana Youth Leadership Advisory Council (LYLAC) – Groups of youth in foster care and who have aged out of foster care at the local, regional and state level who provide policy guidance, resource utilization consultation, peer advocacy, etc., in a variety of settings related to improved service delivery and outcomes for youth in foster care.

1.3 Schedule of Events

Event	Date
Advertise RFP and mail public announcements	October 24, 2016
Deadline for receipt of written inquiries	November 2, 2016
Issue responses to written inquiries	November 4, 2016
Deadline for receipt of proposals	November 10, 2016
Announce award of contractor selection	November 16, 2016
Contract execution	December 1, 2016

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.

1.4 Proposal Submission

Firms/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 (printed) version by the RFP Coordinator on or before 3:00 PM Central Daylight Time on 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:

Toni Buxton, Child Welfare Manager 1

Louisiana Department of Children and Family Services
Child Welfare Division
Foster Care and Transitioning Youth Programs
P.O. Box 3318, Baton Rouge, LA 70821
FAX: (225) 342-9087
PHONE: (225) 342-4006
toni.buxton.dcfs@la.gov

For courier delivery, the street address is 627 North 4th Street, Baton Rouge, Louisiana 70802, and the telephone number is (225) 342-4006. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.4.1 Mandatory and Desirable Qualifications for Proposer

(Please note below that all mandatory qualifications appear in the first bulleted list and all desirable qualifications appear in the second bulleted list.)

Proposers **must** meet the following **mandatory** qualifications:

- Successful experience by at least 80 % of direct service delivery staff in working with youth as represented by documented youth outcomes achievement and references from other professionals and youth served.
- Demonstrate knowledge and expertise by at least 80 % of direct service delivery staff in providing experiential learning activities related to the transition of youth to adulthood and development of youth independent living skills as evidenced by documented youth outcomes achievement and references from other professionals and youth served.
- Experience by at least 80% of direct service delivery staff in working in-home or individually with youth and their caretakers to plan for on-going and in-home independent living skills development as evidenced by documented youth outcomes achievement and references from other professionals and youth served.
- Experience by at least 80 % of direct service delivery staff in providing case management for youth and developing plans with youth that realistically promote independence as evidenced by documented youth outcomes achievement and references from other professionals and youth served.
- Evidence of positive relationship development with youth by all direct service delivery staff through professional, effective youth engagement and service provision as evidenced by documented youth outcomes achievement and references from other professionals and youth served.
- Demonstrated knowledge and expertise by at least 80% of direct service delivery staff in assessing client needs, identifying appropriate services to meet client needs and connecting people with community resources to empower more effective client functioning within the client living environment as evidenced by documented client outcomes achievement and references from other professionals and clients served.
- Service array program and curricula manager with a Master's Degree in Social Work, in good standing with the Louisiana Board of Social Work Examiners with an active Louisiana Social Work license.

AND

It is **desirable** that Proposers meet or exceed the following qualifications:

- Staff member as part of direct service delivery staff who exited foster care at age 18 and who serves as a consultant in all service array and curricula development.

- Proposers having previously received Chafee funding should provide an analysis of year to year outcomes achieved as a result of previous funding.
- Development of a youth board made up of active program participants for consultation and feedback on a minimum of a monthly basis regarding appropriateness of service array available, curricula content and delivery, learning activities and overall program effectiveness.

1.5 Proposal Format

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

B. **Table of Contents:** The proposal should be organized in the order contained herein.

C. **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 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. 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 Attachment II, Sample Contract, 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.

D. **Company Background and Experience:** The Proposers should give a brief description of their company including a brief history, corporate structure and organization, 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. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the mandatory and desired qualifications described in Section 1.4.1.

E. **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.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

- Present innovative concepts for consideration.

F. **Staff Qualifications:**

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.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. 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.

Proposers should clearly describe their ability to meet or exceed the mandatory and desired staff qualifications described in Section 1.4.1.

DCFS requires that no staff member involved in the delivery of services to youth through any contract awarded as a result of this RFP have a criminal history with convictions or pleas of nolo contendre to Child Protection Act crimes nor a valid/substantiated child abuse or neglect history in accordance with Louisiana Revised Statutes 15:587.1 and 46:51.2(C).

G. **Cost Proposal:** The Proposer shall provide a budget that is inclusive and descriptive of all costs involved to provide the services under this cost reimbursement contract.

Travel and other allowable expenses may only be reimbursed in accordance with the Louisiana Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel planned by the proposer's staff must be submitted to the DCFS contract monitor at a minimum of one month prior to the proposed travel and will be subject to prior approval by the Secretary of the department or his/her designee.

A cost worksheet may be used to detail and itemize expenses. Monthly invoice forms will be required for use upon awards of contracts and will be provided during contract negotiation.

The Proposer must prepare annual as well as an overall 3-year budget to demonstrate how they will deliver the services outlined in the RFP. The budget must reasonably demonstrate capacity to serve the youth within the geographical area served annually. Proposers must also explain here how they will provide the requirement for a 20% match to meet the overall cost of providing the contracted services. Additionally, Proposers must demonstrate no more than 10% of the cost of delivering the contracted services will be applied to administrative costs. Proposers should use the budget attachment entitled "Budget Documents for 2016 CFCIP RFP" to provide annual and overall 3-year budget proposals for delivering services in the Lafayette region for which the Proposer is submitting a proposal.

H. **Certification Statement:**

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

Contractor staff shall maintain the confidentiality of all youth information and records in accordance with Louisiana Revised Statute 46:56 regardless of whether the youth authorizes the release of personal information or records.

1.5.1 Number of Copies of Proposals

The State requests that six (6) hard copies and one (1) electronic copy via flash drive 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 proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 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.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

1.7.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Toni Buxton, Child Welfare Manager 1
Louisiana Department of Children and Family Services
Child Welfare Division
Foster Care and Transitioning Youth Programs
P.O. Box 3318, Baton Rouge, LA 70821
FAX: (225) 342-9087
PHONE: (225) 342-4006
toni.buxton.dcfs@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 (4:00 PM) CST on the date 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 by October 27, 2016 at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and http://www.dss.state.la.us/index.cfm?md=pagebuilder&tmp=home&pid=248 .

Only Toni Buxton or designee has the authority to officially respond to a proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

1.7.3 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 Section 1.7.2 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:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. 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

1.8 Errors and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.9 Changes, Addenda, Withdrawals

State shall reserve 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://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and

http://www.dss.state.la.us/index.cfm?md=pagebuilder&tmp=home&pid=248 . It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

1.10 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.

1.11 Waiver of Administrative Informalities

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

1.12 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve 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.

1.13 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.

1.14 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 shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.15 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

1.16 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected proposer:

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

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

1.17 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 should 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. 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.

1.18 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. If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in Part III: EVALUATION except that the cost score will remain unchanged.

1.18.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with 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 from the proposers.

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

1.19 Acceptance of Proposal Content

All proposals will be reviewed 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.

1.20 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.

1.21 Contract Award and Execution

The State shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.
The State shall reserve the right to contract for all or a partial list of services offered in the proposal.
The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Mandatory qualifications outlined in the RFP will not be negotiated as the proposal will be rejected in entirety if the mandatory qualifications are not met in the proposal as indicated in Section 1.19 of the RFP. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.22 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.
The State will notify the successful Proposer 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), selection memorandum, list of criteria used with the weight assigned each criteria, 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 Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within fourteen (14) calendar days after the award has been announced by the agency.

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

1.23 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, , any public entity shall be authorized to reject a proposal 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 solicitation or execution of a contract or RFP 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.

1.24 Insurance Requirements

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 not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the

Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

1.25 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct

damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.26 Payment

Payment terms shall be negotiated with the successful Proposer. Payment will only be provided on a cost reimbursement basis. During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. Contractor will not be paid more than the maximum amount of the contract. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 2.3 and 2.4. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payment within thirty (30) calendar days of the approval of invoice and under a valid contract.

1.27 Termination

1.27.1 Termination of the Contract for Cause

State may terminate this Contract for cause based upon the failure of 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) 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 this 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.

1.27.2 Termination of the Contract for Convenience

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.

1.27.3 Termination for Non-Appropriation of Funds

The continuation of this 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.

1.28 Assignment

No contractor shall assign any interest in this 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.

1.29 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.30 Civil Rights Compliance

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or 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 this contract.

1.31 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by 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 Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.32 Entire Agreement/ Order of Precedence

This 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 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.

1.33 Contract Changes

No amendment or variation of the terms of this 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.

1.34 Substitution of Personnel

The Contractor's personnel assigned to this 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 project outside this 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.

1.35 Governing Law

This 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 this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

1.36 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.

1.37 Code of Ethics

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

1.38 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 R. S. 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.

1.39 Outsourcing Internal Key Control

Not Applicable

PART II: SCOPE OF WORK/SERVICES

2.1 Overview

The contractor shall provide Independent Living Skills preparation and Transitional Services to youth 14-26 years of age. It is expected that there will be 3 age categories for these services and the service provision will be distinct within each category. Services provided by the Contractor shall assist youth in the transition to self-sufficiency; provide education and training necessary to obtain employment, housing, and to maintain permanent connections; preparation for and entry into postsecondary training and educational institutions; and, personal and emotional growth and support.

The Contractor will provide services within age ranges according to the following:

- Services to young adults 18-26 years old for financial planning and resource application; housing options identification, application and setup; counseling or other behavioral health resource identification and support in accessing; employment preparation, job training resource identification and application, employment opportunity identification, job application; educational/developmental resource identification and application; and, other supportive services including case management;
- Transitional Services to youth 15-17 years of age transitioning from state custody to independent living status, with a minimum of thirty-two (32) hours of service delivery per youth annually, to develop the capacity of the youth to successfully live independently and working with the child's

case manager and caretaker to help the child build healthy, adult connections and mentoring relationships to support the youth's transition to adulthood and independence;

- Preparation for Transition Services to youth 14 years of age with a minimum of ten (10) hours of experiential learning activities per youth annually focused on developing an understanding of the expectations of developing personal life goals and action steps to reach those identified life goals, preparing to becoming responsible for their own care, communication skills, development of healthy relationships, and improving educational performance;

Services to all age groups to include planning for specific and individualized in-home activities and homework assignments for youth to practice the skills they are learning in the program at the youth's place of residence and provide for feedback to the youth, the youth's case worker (DCFS, OJJ or tribal) and the youth's caretaker from skills trainers. In-home activities and homework assignments must be applicable to different placement settings and provided to youth in every placement setting of a youth involved in the program. Services should include regular discussions with the youth's caretaker and case manager regarding the youth's progress and steps which can be taken by the caretaker and case manager to support the youth's skill development.

The contractor shall also continue contact with youth in foster care after service delivery and those that have aged out of foster care at a minimum of quarterly to maintain a supportive relationship and continue to provide services when needed and to potentially survey the youth for National Youth in Transition Database (NYTD). A minimum number of surveys must be completed by the provider to remain in compliance with contract regulations.

The contractor shall maintain a youth advisory board which meets on at least a monthly basis and completes activities and projects. The contractor will hold an annual regional youth conference designed to include youth, case workers, and placement providers. The contractor must also maintain contact with placement providers, case workers, and Tribes on a regular basis for consultation on individual youth served and to offer training regarding the program.

2.2 Period of Agreement

This contract shall begin on December 1, 2016 and shall end on June 30, 2019. State shall have the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

2.3 Tasks and Services

The Contractor shall attend/provide for representation for each region served at quarterly Independent Living Provider Coalition meetings which may be held in multiple areas of the state;

Attend monthly phone conferences with DCFS State Office staff regarding the (NYTD) and Louisiana Youth Leadership Advisory Council (LYLAC) and be prepared to give updates on all required information regarding such;

Participate in CFCIP curriculum and program review and development as needed with DCFS State Office staff, youth, and other Independent Living Contract Providers on an ongoing basis as needed;

Implement the CFCIP curriculum and program design changes elected immediately upon notification of approval of the changes by DCFS state office;

Possess contractor owned database capacity for maintaining service information for each youth and to report data as requested by DCFS state office;

Maintain the capacity to expand the contractor owned database to collect and store additional data elements based on state and federal regulations if further information requirements are announced;

Provide quarterly performance and budgetary reports to DCFS contract monitors;

Contractor must be prepared for and allow at a minimum quarterly site visits by DCFS staff to monitor contract services and functions;

Contractor must have information on youth served readily available for DCFS staff to include the number of active youth, progress of those youth, begin and end dates of services, and number as well as types of contacts made with each youth, etc.;

Contractor shall **not** use photographs, social media or other forms of communication which would identify any youth served as a program participant and thus a person who had been in foster care.

Services to be Provided

The Contractor shall provide the following services:

- Casey Life Skills Assessment will be used as a pre and post assessment; this shall apply to all youth and young adults; results must be sent to case workers as soon as the assessment is complete; pre-assessment must be completed with youth within thirty (30) days of program entry and prior to any adjustments to the youth's service plan; post-assessment must be completed with youth when goals within the youth's service plan are achieved and at the completion of the final instructional session with the youth in relation to any service plan.

- Support to youth, DCFS, OJJ, and tribal case managers and foster caretakers in understanding the Casey Assessment results and suggestions on how to use the assessment in service planning with the youth, to include suggestions of case goals and action steps where applicable.

- Attending case planning meetings for each youth served ages 14 – 17, in-person or by phone and if unable to attend clear documentation must be provided to the DCFS contract monitor, the case manager for the youth and documented in the records of the contractor for the youth regarding reasons for not attending. Providing written feedback regarding the case plan to include specific goals and action steps is critical to collaborating in development of successful case plans for youth.

- In the region of responsibility, provide orientation and/or in-service to caretakers, DCFS and OJJ case managers, and federal tribes, a minimum of once a year, to give up to date information on services available, application/referral procedures, and current regional provider information for the contracted Independent Living Skills Program. The orientation/in-service with DCFS must occur at each DCFS office in the contracted region annually. The contractor must also have contact with the DCFS CW Managers, OJJ staff, and federal tribes in the region of service quarterly by phone to update them on services, referral status, and any unresolved issues that may arise

    - ❖ The purpose of this service is to provide support and educate staff, federal tribes, and placement providers/caretakers in addition to increasing the population served. The percentage of eligible youth within the region being served by the provider should increase annually over the three (3) contract years;

- The curriculum shall be made available with due notice given to accommodate requests by all DCFS, OJJ, and tribal caretakers and caseworkers;

- Experiential or "hands on" skill-based training or provider facilitated activities within the youth's natural living environment to assess and augment the life skills the young person is acquiring through practice in real life situations, and support in maintaining essential life skills knowledge development;

- Planning with youth and caretakers for specific and individualized in-home activities and homework assignments for youth along with their caretakers to practice the skills the youth are learning in the provider's classroom setting and provide for feedback to the youth and their caretaker from the skills trainers. In-home activities and homework assignments must be applicable to different placement settings and provided to youth in every placement setting involved in the program.

- Support to former foster youth of DCFS, OJJ, and members of federally recognized tribes contacting the Contractor for assistance, with immediate, emergent support and assistance provided to youth who identify as being homeless or involved in human trafficking;
- Advocacy to assist youth with coordination and linkage to community services; knowledge and understanding of available programs and community resources is a requirement;
- Provision of services within the youth's geographical area with a requirement that all services be delivered no more than 45 miles from the address or location of the youth;
- For youth receiving Transitional Services or Preparation for Transitional Services and who are 14-17 years old, provision of in-home planning services a minimum of quarterly to include the youth and the youth's placement provider/caretaker;
- Outreach and in-home support and services to youth who are unable to attend classes due to behavioral issues, illness or challenging condition of the youth as defined by the caseworker, youth or youth's caretaker;
- Services shall be arranged and delivered in a manner that does not conflict with youths' family contacts as well as academic and extra-curricular activities. Services shall include meeting times that are in the afternoon, on weekends and during extended school holidays (Thanksgiving, Christmas, Easter, and summer) to accommodate the schedules of youth and their caretakers. Services might also include meeting times offered in the evening when most convenient to the youth and their caretakers;
- Case Management services to 18-26 year old young adults to include: a minimum of one (1) successful phone contact per month (in-person is preferable but phone is allowed), provision of rental utility deposits for initial set up for those eighteen (18) year old young adults that are just aging out of care or youth up to age twenty-six (26) that are experiencing a housing disruption and need assistance establishing a new housing situation a minimum of two (2) times, assistance with access to transportation, assistance in completion of necessary application and/or enrollment forms, assessment of needs, and a defined work plan to include life goals, action steps, and responsible parties to address needs and realistic desires of the youth;
- Contractor shall participate in DCFS case planning with the youth regarding independent living, educational/vocational goals, and necessary actions to achieve the plan, including participation in development of the Youth Transition Plan;
- Contractor shall develop with each youth individualized service plans to guide interventions to meet specific physical, emotional, social, health, developmental, educational, vocational, and other identified needs within thirty (30) days of admission of a youth to the program if the contractor has not collaborated in the development of the youth's case plan with DCFS. The plan must be completed on the DCFS Youth Transition Plan Document contained within the youth's case plan. If the contractor has collaborated in the development of the youth's case plan with DCFS, a copy of that plan must be present in the provider's record on the youth.
    - ❖ Plan shall have specific measurable life goals for the youth and time frames for achieving the goals.
    - ❖ Plan shall clearly indicate services to be delivered by the Contractor's staff and consultants, by DCFS or OJJ or tribal caseworkers, the youth, the youth's caretakers, and by community service providers when appropriate.
    - ❖ The plan must be reviewed each month and documentation of review must be included.
- Contractor shall maintain an individual case record which includes assessments, service plans, progress updates and detailed documentation of services delivered including dates, types of services, and details regarding activities participated in. This record shall be readily available to department representatives, including the workers who are directly involved with the particular youth. Documentation shall describe the nature and delivery of services provided to the 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 department or custodial personnel (DCFS or OJJ or the tribe) and the youth unless prior written authorization is obtained from the department.
- ❖ A summary of all assessments, services, progress of the youth and ongoing plans for meeting the needs of the youth shall be submitted to the youth's worker every 6 months in preparation for case planning meetings for the youth with recommendations for ongoing skill development with the youth.

- The following are the types of supportive and educational services that the Contractor shall provide through the program and address in the youth's plan (list is not all inclusive):
  - ❖ Housing (maintenance of a dwelling and guidance regarding the selection/application for housing, including information on utility setup);
  - ❖ Home management (education and assistance with shopping, food preparation, cooking, cleaning, and laundry);
  - ❖ Educational and vocational training support (application, securing financial aid, acquiring appropriate supports such as tutoring, transportation to attend, planning for study time and homework completion, obtaining supplies, etc.);
  - ❖ Employment (assessment, search/seeking, resume' preparation, professional behavior and attire, job interview skills, work ethic, rights and responsibilities);
  - ❖ Personal/Social relationship skills;
  - ❖ Health care education (daily personal hygiene, psychosocial and medical planning for identified health issues, making appointments with health care providers, the need for and preparation of a Healthcare Power of Attorney and Advanced Medical Directive, and the routine need for preventative care);
  - ❖ Money management (handling of personal finances and budgeting, including purchasing of groceries, cleaning supplies and personal items, checking and savings account set up and management);
  - ❖ Community resources and services (purpose and application processes)
  - ❖ Protection against identity theft and steps for monitoring credit history and resolving problems (credit recovery)
  - ❖ Transportation planning to achieve goals
  - ❖ Recreational activity planning and support in developing hobbies for leisure time;
  - ❖ Communication skills development and training (oral, written, texting, email, social networks, etc.) to include an understanding of how communication can impact self and others in multiple realms of life both positively and negatively
  - ❖ Sexual development, responsibility and family planning alternatives, to include sensitivity and support in understanding, accepting and coping with any gender or sexual identity issues;
  - ❖ Self-advocacy, self-esteem, and self-discipline training;
  - ❖ Problem-solving/critical thinking skills training
  - ❖ Crisis strategies to handle emergency situations (disaster preparedness such as hurricane preparedness, sudden onset of physical health symptoms, loss of job, death in family, etc.)

- Youth Board
  - ❖ Contractor shall organize a regional youth board of program participants to discuss challenges and strengths of the IL program, provide a peer support network, and discuss challenges and strengths of the foster care program.
  - ❖ Contractor shall support the youth board in arranging at least monthly regional meetings to include meeting time and social opportunities.
  - ❖ Contractor shall incorporate feedback from the regional board in programmatic changes when feasible concerning the IL program.
  - ❖ Contractor shall support regional youth participation in the state youth board (Louisiana Youth Leadership Advisory Council, LYLAC) to include participation of youth in quarterly, in-person state board meetings which are held on weekdays and weekends.
  - ❖ Contractor shall assist the regional youth board in identifying yearly goals of the board to include service projects, socialization activities, review and feedback of DCFS policy, and projects to change and strengthen the IL program and foster care program.
  - ❖ Contractor shall assist the regional youth board in finalizing their annual goals and activities and developing a work plan regarding progress that is updated quarterly and made readily available to DCFS staff monitoring the contract.
  - ❖ Contractor shall provide necessary supports to youth to carry out identified goals and activities.
- Expenditure Records
  - ❖ Contractor shall maintain accurate records of all program expenditures and funding sources.
- Youth Outreach
  - ❖ Contractor shall assist department in completion of National Youth in Transition Database (NYTD) surveys for all required follow up youth;
  - ❖ Contractor shall successfully complete a minimum of 60% of NYTD Follow-Up surveys required for each reporting period that the surveys are mandated;
  - ❖ Contractor shall continue contact with all NYTD Follow-Up youth and any assigned NYTD Baseline youth until the survey at 21 years of age or the Department deems no longer necessary. Contact must be made, at a minimum, by the bi-monthly contact plan given by the Department;
  - ❖ In situations where NYTD follow up youth cannot be found, contractor shall exhaust every effort to locate the youth and provide documentation of such;
  - ❖ Contractor shall provide payments to those youth that have aged out of foster care when the youth participates in NYTD survey completion. Payment shall be made by a generic gift card which can be used at any business, if the youth is available to sign for the gift card or by a check made out to the youth, and at a value of $25 per youth;
  - ❖ Contractor shall organize a minimum of one annual regionally based Youth Conference as detailed by the Department. Youth conferences are held in a central location.
  - ❖ Contractor shall participate in development and provision of other annual, collaborative, statewide and/or regional conferences, meetings and/or activities for youth socialization and independent living skill development as agreed upon between the contractor and the state contract monitor.

2.4 Deliverables

a. Youth shall have developed knowledge from experiential learning and other real life practice regarding transition preparedness. Benefit of services provided and increase in ability to be independent must be measured with results provided to DCFS by March 31st of each year.

b. Contractor shall maintain a list of all young adults between the ages of 18-26 years contacting them for ongoing support and services, to include case management, with documentation of specific assistance requested and resources or services provided quarterly. Services provided shall adhere to a minimum of the services listed in Scope of Services, Tasks and Services.

c. Contractors of Independent Living Services shall attempt continued contact with all youth who complete their program and provide youth with an outcomes survey administered at a minimum of 6 months after exiting the program to gauge the efficacy of the program. Outcome results shall be provided to DCFS quarterly.

d. Contractor shall provide quarterly a schedule of the monthly youth board (LYLAC) meetings, sign in sheets for each meeting, agenda and minutes for each meeting.

e. On a quarterly basis, contractor must provide the annual work-plan for LYLAC goals and projects with quarterly updates and reviews included.

f. Contractor shall submit quarterly reports reflecting youth served by individual data elements as follows: DCFS custody, OJJ custody, or Native American, age, race/sex, date opened, date closed and services being provided. Contractor shall make a written commitment to submit required progress reports to DCFS as per specific timelines.

g. Contractor shall provide documents reflecting development of the program including monitoring of the services, fiscal reviews, and management of the funds.

h. Contractor shall submit monthly fiscal forms on DCFS approved invoice sheets.

i. Contractor shall acquire and provide to DCFS a yearly independent audit.

j. Contractor shall request budget revisions or contract amendments timely and as needed.

k. Contractor shall provide DCFS necessary information to inform Federal funding sources of the implementation outcomes and expenditures of the John H. Chafee funds.

2.6 Scope of Work Elements

2.6.1 Functional Requirements

The purpose of this RFP is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 B from qualified Proposers interested in providing for the education and training of youth transitioning from foster care into adulthood and self-sufficiency through the development of an independent living skills program. The goal of the program shall be to serve youth ages 14 through 17 in preparing for independence and to serve young adults ages 18 to 26 who have aged out of foster care to aid these youth in continued independent living skill development and/or provide the youth supportive services in successfully functioning as the youth transition into adulthood and assume personal responsibility for their daily care. In addition to youth who age out of foster care at the age of 18, the youth served shall include youth who are adopted or enter a guardianship arrangement from foster care between the ages of 16 and 17.

2.6.2 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

2.6.3 Project Requirements

It is required that contractors have a physical presence including an office in each region served. Any rental costs must be included in the proposed budget. Each region served must have on-site staff available full-time providing services in that region. There must be an individual with the responsibility of over-sight of the program and in-office contact available for each region Monday through Friday during all regular working hours (8:00 AM to 4:30 PM), excluding Louisiana, state government declared holidays.

Program and services must be operational during most DCFS business hours, Monday – Friday from 8:00 AM to 4:30 PM, at times when youth are available, and contractors may only observe holidays that DCFS observes in accordance with state government declaration. The program must also be accessible at all times and may have an answering service twenty-four (24) hours a day, seven days a week, to respond to any emergency need or call of youth.

The following is an example of the minimum expected functional delivery of Transitional Services that contractors are required to provide as part of their service delivery plan:

Both on and off site experiential learning opportunities for youth to learn and practice independent living skills;

Any classroom instruction to include group work, experiential learning, some youth led instruction and planning, group work that involves both youth and their caretakers;

Providing and facilitating opportunities for youth mentoring and teaching to others in the program in the areas where a youth has scored high with sufficient preparation and planning with the youth to develop their skill level prior to the use of the youth in this manner. For example, if a youth scores high in the area of social skills they might be guided in assisting in mentoring another youth or leading a group regarding social skills while allowing this to count toward their own thirty-two (32) hours of annual IL skill instruction;

Quarterly in-home planning sessions with the youth and placement provider/caretaker to practice skill development in the home, review in-home opportunities, and plan for on-going in-home skill development;

Example formats for Transitional Services program might include:

- During one month youth might have one off site experiential learning opportunity for youth and one meeting group activity where caretakers and youth are present. During this group activity, time would be spent with youth in one group (focused on skill development) and caretakers in another group (focused on review of skill development opportunity, positive support experiences, vision boards, etc.) separately half of the time and then for the other half of the time bringing youth and caretakers together to participate in planning for on-going work, in-home skill development, and problem resolution).
- Program might be comprised of individual skill-based mentoring around independent living skill development that includes a minimum amount of hours spent with the youth per month for skill development and a minimum amount of time spent with the youth and the placement provider/caretaker per quarter for review of in-home skill development opportunities and to plan for on-going in-home skill development.
- Pre-transitional services program using vision boards to assist youth in learning how to make a goal and plan action steps of how to reach a set goal.

<u>Key Personnel</u>
Key Personnel of the Contractor as provided in the contract shall not be replaced without the prior written approval of the Louisiana Department of Children and Family Services. Such approval shall not be unreasonably withheld.

The key personnel described herein includes the mandatory staff member, "Service Array Program and Curricula Manager" with a Master's Degree in Social Work, in good standing with the Louisiana Board of

Social Work Examiners with an active Louisiana Social Work license described in Section "1.4.1 mandatory (or Desirable) Qualifications for Proposer" of the RFP as well as the additional key personnel of the contractor shown in this section, "2.6.3 Project Requirements".

The Contractor's key personnel shall have the following experience and qualifications:

- Contractor's staff must include at least one person with a degree in Social Work (Master's Degree is considered preferable; Bachelor's Degree will be acceptable with a minimum of five (5) years of experience in providing direct social services to clients as a Social Worker, preferably to youth ages 14 – 26 years.)
- Contractor's staff delivering direct services to youth shall possess an Associate Degree or higher degree in a Human Services field or no less than a high school diploma with a minimum of ten (10) years of experience working hands on with youth in a positive manner with no less than 5 professional references regarding such work with the exception of the foster care alumni staff member described below.
- All staff shall demonstrate skill in creative, innovative ideas regarding engagement of youth, must have a positive outlook in working with youth, and must have the ability to problem solve in working with youth that are difficult to engage.
- At least one staff (may be part-time and may determine time requirement on a monthly basis) shall be dedicated to meeting NYTD requirements for regular contact with baseline and follow-up populations, location of baseline and follow-up youth, and completion of surveys when due. This staff shall have experience with in-person searches, survey completion, genealogical research, or have customer service training to successfully complete surveys.
- All staff must have experience working with the population (14-26 years old) with the exception of the foster care alumni staff member described below
- All staff providing independent living skills and transition services must have demonstrated experience providing independent living skills with the exception of the foster care alumni staff member described below
- At least one staff member for each region served must be a young adult who is a foster care alumnus. This young adult should be an additional staff member for the region served, not the only staff member for that region
- The Contractor will be eligible to receive a $1000.00 stipend for their program at the end of each contract year and at the discretion of the Department of Children and Family Services if:
    - the Contractor has a young adult foster care alumni actively employed in the program for the region and the young adult foster care alumni employee provides the DCFS contract monitor a positive evaluation of the youth's work experience with the Contractor at the end of the contract year;
    - the Contractor can demonstrate and has documentation and evidence that the foster care alumni staff member has been mentored to develop the necessary skills to do their job;
    - the Contractor has clear evidence and documentation that the foster care alumni staff member's employment with the Contractor has assisted the young adult to develop skills in peer mentoring, event planning, teaching, service and program development, and presentations and;
    - the Contractor can demonstrate and has clear evidence that the foster care alumni staff member's employment with them allowed for the young adult to gain experience in multiple aspects of contract service delivery and have on-going opportunities to provide feedback that led directly to program change.
- At least one staff member should have some familiarity with federal funding, accounting, and monitoring principles

- All staff must have training in Independent Living Skills Assessment of youth or obtain training (in-house training is acceptable) within thirty (30) days of notification of award of the approved contract

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Proposals that do not achieve a total score of 788 points in the technical evaluation by the six member review team shall be excluded from further consideration.

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

CRITERIA	MAXIMUM SCORE
1. *Experience and capacity of organization to deliver program*	***15***
2. *Key Personnel and Qualifications*	***15***
3. *Approach and Methodology for Youth Skill Development*	***75***
a. Realistic potential and thoroughness of plans for youth skill development (14-15 year olds, 15-17 year olds, and 18-26 year olds) including curricula, all services and experiential activities for promoting successful youth skill development and transition to independence.	***25/75***
b. Provisions for accessibility to the youth of the program	***15/75***
c. Establishment of resources and linkages to other community services to insure support for youth in sustaining independence	***15/75***
d. Case management protocol for engaging and serving youth ages 18 to 26 for ongoing support and assistance	***20/75***
4. *Reasonableness and thoroughness of plan for achieving NYTD requirements*	***20***
5. *Reasonableness and thoroughness of plan for managing outreach and contact with DCFS, OJJ, federal tribes in Louisiana and youth caretakers*	***10***
6. *Realistic potential and thoroughness of plans for developing and sustaining LYLAC groups.*	***15***
7. *Cost*	***25****
TOTAL SCORE	***175***

A total possible combined score from the six-person review team is 1050. Any proposer not achieving a minimum combined score of 788 points will not be allowed to receive a contract.

3.1 *Cost Evaluation

The Proposer with the lowest total cost shall receive 25 points. Other proposers for the same contract region shall receive cost points based upon the following formula.

BCS = (LPC/PC X 25)

Where: BCS = Computed cost score (points) for proposer being evaluated
LPC = Lowest proposed total cost of all proposers
PC = Total cost of proposer being evaluated

The "Total Cost" to be used in the evaluation will be the overall three (3) year budget total proposed for delivery of the program.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Provision of the services outlined in the scope of work/services of this RFP.

4.2 Performance Measurement/Evaluation

DCFS contract monitors will meet with the contractor and staff a minimum of quarterly to assess the fulfillment of the scope of work/services outlined in this RFP. Findings and recommendations for improvement of the program will be provided by the DCFS contract monitor at the time of the meeting. Annually an overall performance evaluation will be completed by the DCFS contract monitor and reviewed with the contractor.

ATTACHMENT I: 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)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: ( ) _____

C. 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 __10___business days from the date of delivery of final contract in which to complete contract negotiations, if any, and 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 OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE

ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA
CONTRACT

On this ____day of _____, 20___, the State of Louisiana, [*STATE AGENCY NAME*], hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

1.2 STATEMENT OF WORK

{Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}

1.2.1. GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.2. *PERFORMANCE MEASURES*

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.2.3. MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. [*Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor**'s** performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.2.5. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the 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 project

outside this 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.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of ___years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

State shall appoint *a* Project Coordinator for this Contract identified in Section 1.2.3 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of *$ [TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within thirty (30) calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of 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) 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 this 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.

4.2 TERMINATION FOR CONVENIENCE

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.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is 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.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or

consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT 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.

7 FUND USE

Contractor agrees not to use contract proceeds 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 Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

No contractor shall assign any interest in this 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.

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

No amendment or variation of the terms of this 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 is binding on any of the parties.

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the

observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity national origin, veteran status, political affiliation, or 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 this contract.

14 INSURANCE

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 not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15 APPLICABLE LAW

This 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 this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16 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.

17 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.

18 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

19 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

20 INDEPENDENT ASSURANCES

NOT APPLICABLE

THUS DONE AND SIGNED on the date(s) noted below:

_____	_____
CONTRACTOR'S SIGNATURE	STATE'S SIGNATURE
_____	_____
DATE	DATE

ATTACHMENTS: Budget Documents

Revised 4/2016
ADM #_____

ProAct #_____ **PO #2000**_____

EXHIBIT B-BUDGET

CONTRACTOR _____ ADDRESS _____
SERVICE PROVIDED _____ PARISH(ES) SERVED _____
CONTRACT PERIOD _____ 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) NAME POSITION/TITLE	(B) ANNUAL SALARY from all sources (Fringe not included)	(C) % OF TIME ALLOCATED TO PROGRAM	(D) (B*C=D) ALLOCATED ANNUAL SALARY AMOUNT TO PROGRAM	(E) TOTAL CONTRACT PERIOD SALARY	(F) 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/Title	Retirement	Insurance	FICA	UI	Workers Comp	Other (Details)	% To Contract	Contract Period	Budget Period Match
SECTION B. TOTAL									

* Place % allocation used under to determine benefit amount under each category heading*
* **Note: Life Insurance cannot be included in the budget**

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, etc.

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
CONFERENCE TRAVEL ***(Enter Details)***		
ROUTINE TRAVEL ***(Enter Details)***		
OTHER **(Enter Details)**		
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 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		

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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 Manager Date

Or

_____ _____

DCFS Program Director Date