REQUEST FOR PROPOSALS

Paternity Establishment and Hospital-Based Paternity Program

For

Department of Children and Family Services Child Support Enforcement Program

RFP #:3000015781
Proposal Due Date/Time: November 30, 2020; 11:59 PM

State of Louisiana
Department of Children and Family Services
Child Support Enforcement Program

September 8, 2020

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REQUEST FOR PROPOSAL
FOR
PATERNITY ESTABLISHMENT AND HOSPITAL-BASED PATERNITY PROGRAM

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing the Department of Children and Family Services with Paternity Establishment Outreach, Education, Training, Guidance, Assessment, and Technical assistance necessary to achieve the goal of the paternity program.

The solution is expected, at a minimum, to meet 45 CFR 303.5(g) which requires States to establish a program for voluntary paternity establishment services and Louisiana Revised Statutes 40:46.1, which provides authority and requirements for the program in Louisiana.

Secondary to the hospital-based paternity establishment component, as optional services dependent upon performance and availability of funding, DCFS is interested in services that provide technical assistance to enhance performance and ensure the accuracy of the paternity data stored in the Louisiana Automated Support Enforcement System (LASES).

1.2 Background

The Louisiana Department of Children and Family Services (DCFS), herein referred to as the Department, is one of the administrative departments within the Executive Branch of State government in Louisiana. The administrative head of the Department is the Secretary, who is appointed by the Governor. The Vision of DCFS is that our services will assist individuals, children, and families to achieve self-sufficiency and promote their well-being.

The Title IV-D agency in Louisiana is Child Support Enforcement (CSE). CSE is a section within DCFS that provides Child Support Enforcement (CSE) services to the State of Louisiana. CSE puts children first by helping parents assume responsibility for the economic and social well-being, health and stability of their children. Services provided help assure that children receive basic human needs of economic and medical support. The primary customers of CSE are the children in need of support. Secondary customers are the parents of these children. CSE provides the following services:

a) Location of Non-Custodial Parent
b) Establishment of Paternity
c) Establishment and Modification of Support Obligations
d) Collection, Receipt, and Distribution of Support Payments
e) Enforcement of Support Obligations

The Personal Responsibility Work Opportunity Reconciliation Act (PRWORA) of 1996 built on 1994 legislation requiring Hospital-Based Paternity Acknowledgement Programs to provide mothers and fathers with both written materials and oral explanations regarding the rights and responsibilities of paternity establishment. 45 CFR 303.5(g) requires States to establish a program for voluntary paternity establishment services. Louisiana Revised Statutes: 40:46.1 provides authority and requirements for the program in Louisiana.

Louisiana currently has 49 birthing hospitals that provide Hospital-Based Paternity Acknowledgement Services, in accordance with Louisiana Revised Statutes: 40:2180.21 - 2180.28 that went into effect June 11, 2019. As of May 2020, there are eight (8) free-standing birthing centers. DCFS has the primary responsibility for providing training, forms, outreach material, and annual assessments of each hospital's program in accordance with Louisiana Revised Statutes 40:46.1 and 45 CFR 303.5(g).

Birthing hospitals and all free-standing birthing centers complete the acknowledgement forms and enter paternity data into the Vital Records system. The hard copy forms are transmitted to Vital Records and a copy is sent to DCFS for imaging into the DCFS paternity acknowledgment repository located within the DCFS imaging system. Vital Records provides DCFS with electronic interface files each day that contains key data elements from the acknowledgement form. The data is stored in the statewide paternity database as required by law. The data is matched to child support records in a nightly batch process and updates the child support system as appropriate. In addition, DCFS has online access to Vital Records birth records which allows caseworkers to query information related to paternity.

45 CFR 305.2 (a) (1) provides guidance regarding federal Paternity Establishment Performance requirements. Louisiana has chosen 90% as the IV-D Paternity Performance Percentage (IV-D PEP, this percentage is established by our federal partners.). States must achieve certain levels of performance in order to avoid being penalized for poor performance. Louisiana reached the 90% PEP standard in FFY 2010 and is required to maintain a 90% PEP in order to avoid federal penalties. The Louisiana PEP was 90.21% in FFY 2017, 91.31% in FFY 2018 and 94.13% in FFY 2019.

Data Reliability Audits are conducted by the federal Office of Child Support Enforcement (OCSE). Data is collected from LASES, and submitted in accordance with the requirement of form OCSE-157. The electronic submission of this data includes all child support cases as of the federal fiscal year ending September 30th. This includes all open, closed, and Non-IV-D cases as well as the audit trails for each line on the OCSE-157 used in the computation of performance indicators.

This process determines whether the data reported by each State and the system that produces the data are accurate, complete, reliable, and secure. Upon completion of the audit, the information received from each State is compiled, and presented in OCSE's preliminary reports and Annual Report to Congress. The reported data is used to compute individual State incentives, penalties, and program performance measures. (Refer to transmittal 05-09) at the OCSE website: http://www.acf.hhs.gov/programs/cse/pol/AT/2005/at-05-09.htm. Refer to **(AT-19-03)** https://www.acf.hhs.gov/css/resource/revised-ocse-157-form-and-instructions-effective-october-1-2020.

1.3 Goals and Objectives

In Louisiana for 2019, 55 percent of children were born to unmarried parents. The goals of the Department of Children and Family Services, Child Support Enforcement for the Paternity Establishment and Hospital-Based Paternity Program are to:

A. Provide an enhanced hospital-based paternity program in accordance with 45 CFR 303.5(g) and Louisiana Revised Statutes 40:46.1 to:

1. Increase the number and quality of voluntary acknowledgments completed at Louisiana's birthing facilities. (See Attachment VIII)
2. Produce and provide forms necessary to voluntarily acknowledge paternity.
3. Educate and train staff at Louisiana's birthing facilities regarding the legal procedures required to execute the paternity acknowledgement. It is also important to inform them of the significant role they play in educating parents about the importance of paternity acknowledgment for their children.
4. Develop and provide outreach material to educate parents on the legal aspects of paternity establishment and on the benefits of a two parent family.
5. Provide an assessment of each Louisiana's birthing facilities' program on at least an annual basis.

B. Assist Louisiana in ensuring the accuracy of the paternity data stored in the Louisiana Automated Support Enforcement System (LASES).

C. Provide technical assistance to enhance performance in Parishes with a PEP less than 90%.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about May 1, 2021 and is anticipated to end on April 30, 2024. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
AOP	Acknowledgment of Paternity
Contractor	Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
CP	Custodial Parent/Party (The party who receives child support)
CSE	Child Support Enforcement
DCFS	Department of Children and Family Services
Degree (Education)	Completion of a degree in an appropriate field must be from a school accredited by one of the following regional accrediting bodies: the Middle States Commission on Higher Education; the New England Commission of Higher Education; the Higher Learning Commission; the Northwest Commission on Colleges and Universities; the Southern Association of Colleges and Schools; and the Western Association of Schools and Colleges.
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.
DOA	Division of Administration
IV-D Case	A child and/or medical support case receiving services under Title IV-D of the Social Security Act, which may be originated by FITAP, IV-E, Medicaid or interstate referrals, or by application for services.
LASES	Louisiana Automated Support Enforcement System (The child support mainframe computer application) maintains data on all child support cases and performs automated functions pertaining to locating the non-custodial parent, establishing paternity and child/medical support orders, enforcing, collecting, and distributing support payments.
LDH	Louisiana Department of Health
LDH/ VR	Louisiana Department of Health Vital Records
LEERS	Louisiana Electronic Event Registration System. LDH/Vital Record's automated system.
May and Can	The terms "may" and "can" denote an advisory or permissible action.
Must	The term "must" denotes mandatory requirements.
NCP	Non-Custodial Parent. (The parent who is paying support)
Non-IV-D	A civil court order handled by private attorney or parties representing themselves. The Non-IV-D case is entered into the State Case Registry and income assignment payments are processed through the SDU.
OCSE-157	State officials use the OCSE-157 to report statistical and some financial information on their Child Support Enforcement (CSE) program to the Department of Health and Human Services (HHS). Information submitted by States enables HHS to compute individual State incentive, penalty, and outcome measures to be used in evaluating State performance in running a CSE program.
OSP	Office of State Procurement
Outreach	The process by which a representative communicates with Birthing Hospitals, frees-standing birthing centers and other local or statewide outlets that provide services to expectant mothers, families or single parents. The forms of communication consist of onsite visits/training, brochures, posters, and other educational material including, but not limited to parent-directed videos.
PEP	Paternity Established Percentage/Paternity Performance Percentage

Proposer	A firm or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
RFP	Request for Proposal
Shall and Will	The terms "shall" and "will" denote mandatory requirements.
Should	The term "should" denotes a desirable action.
State	The State of Louisiana.
Will	The term "will" denotes a mandatory action or requirement

1.6 Schedule of Events

Event	Date
RFP advertised in newspapers and post to LaPAC	September 15, 2020
Deadline for receipt of written inquiries	September 28, 2020
Deadline to answer written inquiries	October 26, 2020
Deadline for receipt of electronic proposals. All proposals shall remain sealed until the date and time listed.	November 30, 2020 @ 11:59 PM CST
Notice of Intent to award announcement, and 14-day protest period begins, on or about	March 19, 2021
Contract execution, on or about	April 23, 2021

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

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified. The proposal must be uploaded to: https://stateofla.app.box.com/f/3bcb26208acd4fd7bb715ea45ef4bdb1 before the date and time specified in the **Schedule of Events in Section 1.6.** All proposals shall remain sealed until the date and time listed. Uploaded submissions are the only acceptable method of delivery. Proposers uploading their proposals should allow sufficient time to ensure the successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes. In addition, if the proposer would like to view the online proposal please refer to the DCFS Website: http://www.dcfs.la.gov/page/248.

The State assumes no liability for assuring accurate/complete uploads. **The responsibility solely lies with each Proposer to ensure their proposal is successfully uploaded prior to the deadline for submission.** Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: https://www.doa.la.gov/osp/PC/agencies/UploadingRFPproposal-viaBoxSubmissionLink.pdf.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

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

a) Proposer must have a history of providing hospital-based paternity acknowledgement services in accordance with 45 CFR 303.5(g). Refer to https://www.govregs.com/regulations/45/303.5 for information.
b) The Proposer shall have expertise in dealing with questions concerning Paternity Establishment and Hospital-based Paternity Program processes and procedures.
c) Proposers must provide a response that substantiates their ability to meet the Program/Project Management and solution requirements of this proposal. Proposer must provide a minimum of three (3) clients for which it was responsible as the primary provider of services of similar type and scope to those as defined in this RFP. These project references must be for current engagements or projects completed within the past five years prior to the publication date of this RFP. One of the clients must have been in federal, State, or local government. See **Attachment VII: Customer References.**
   Proposer must provide a copy of **Attachment VI: Reference Questionnaire** to each of the Customer References identified by the proposer. The form should be completed in its entirety by the Customer Reference Responder and email directly from the customer reference responder to the RFP Coordinator identified in Section 1.14.2 by the proposal due date as specified in the Schedule of Events in Section 1.6. It is the responsibility of the proposer to ensure the client references are aware of deadlines and the customer references provide timely responses by the proposal submission deadline listed in Section 1.6.

1.9 Proposal Response Format

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

If publications are supplied in response to a specific RFP requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The cover letter should exhibit the Proposer's understanding and approach to the project.

ATTENTION: Proposer should indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendams as reflected in the most current partnership records on file with the Secretary of State.
2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts.

The cover letter should also:

1. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
2. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
3. An unequivocal positive statement that the firm will supply all the services and products required in this RFP for the fixed price offered in the proposal.
4. Assure the Department that the proposal submitted was developed without collusion with other proposers.

1.9.2 Table of Contents

The proposal should be organized in the order contained herein.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including: Proposer's contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (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.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the **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.

1.9.4 Company Background and Experience

1. The Proposer should provide an organizational chart showing the entire organizational structure which includes the company's overall structure and does not require specific information regarding personnel.
2. **Company Overview:** Proposer should describe its business operations such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners / officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and State government experience providing the solution (Attachment VII: Customer References) being proposed.
3. **Financial Strength:** Proposer should provide evidence that the Proposer has the financial capacity to provide the entire solution. The Proposer should provide details regarding Proposer's total annual revenue, profit and cash flow by providing audited financial statements for the past three years and in any other way Proposer deems necessary to demonstrate the firm's financial size and cash flow capacity. The financial statements should include an income statement, balance sheet, and cash flow statement for each of the three years.
4. **Integrity:** Proposer should discuss the reasons why it feels the organization and the individuals within the organization are of high integrity and operate in a culture of high integrity. Proposer should highlight those points that would demonstrate the organization's integrity.
5. The Proposer should provide a statement of whether the Proposer or any individual who will perform work under the Contract has a possible conflict of interest (e.g., employment by the State of Louisiana) and, if so, the nature of that conflict.
6. The Proposer should provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
7. The Proposer should provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under this RFP.
8. The Proposer should provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter.
9. Each Proposer will be graded on the experience that the Proposer has in performing paternity establishment outreach in the past.

10. The State reserves the right to obtain information from any resources deemed necessary regardless of whether the Proposer provides the source.
11. The Proposer should demonstrate corporate awareness and commitment to the needs and objectives of the State.

1.9.5 Approach and Methodology

1. 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.

2. Proposer should describe in as much detail as necessary the approach and methodology for operating a hospital-based paternity program. The approach and methodology shall address the following and should include innovative ideas and concepts for implementing a robust program that will increase paternity establishment.

a. Plan for ensuring that parents are aware of the opportunity to speak with hospital personnel, either by phone or in person or by virtual visit, who are trained to clarify information and answer questions about paternity establishment.
b. Plan for providing training, guidance, and written instructions relative to voluntary acknowledgment of paternity as necessary to operate the hospital-based program and as necessary to clarify information and answer questions about paternity establishment. Include in the plan how technical assistance related to ongoing training needs of the birthing hospitals and all free-standing birthing centers will be accomplished.
c. Plan for assessing compliance with Louisiana Revised Statutes 40:46.1 for each hospital and birth record agency at least annually. Include example of tools used to measure compliance. Plan should also include proposed timeframes and procedures for follow up on those hospitals identified as needing a corrective plan.
d. Plan for assessing performance of each hospital as it relates to paternity establishment rates and/or AOP rejections.
e. Explain proposer's technical assistance approach for reducing errors. LDH/Vital Records will reject AOPs when information is missing and/or not properly completed at the birthing hospital and all free-standing birthing centers. Examples include missing signatures and date discrepancies, etc. A statistical report of rejected AOPs is available to CSE. See Attachment VIII: In-Hospital History of AOP Completed and Rejected
f. Plan to provide quarterly newsletters to include educational information, current events and best practice tips. These newsletters shall be distributed to all birthing facilities and State birth record agencies. A sample newsletter should be provided with the proposal.
g. Plans to participate in 1 to 3 In-Hospital Baby Fairs/Expos in the major cities in Louisiana. Proposers will be expected to participate within the new normal and this may not necessarily be in-person.

h. Provide recommendations for additional outreach/educational opportunities for increasing awareness of the program. The RFP response should provide data or best practice to validate the benefit of each additional outreach recommendation. These additional outreach/educational services will be scored based on the likelihood of increasing program performance.
i. Plan to increase paternity establishment percentage in the Child Support Program, including DCFS and District Attorney Offices.
j. Plan to assist DCFS with paternity data reliability in the area of paternity establishment. This plan/methodology should prevent DCFS from failing a data reliability audit.

Propose should describe, in detail, their approach and methodology to meeting these objectives.

1. **Project Management**

a. Proposer should submit sample project status/updates reports (and frequency) with their proposal.
b. Proposer should describe their escalation procedures to be followed by the Proposer to resolve project problems, issues, and/or changes during the project.
c. Proposer should describe their procedures to be used to provide project updates and status information in a written and/or oral format, and to interface with State management.
d. Proposer should describe their sign-off procedures for the major decision-making points of the project's work plan.
e. Proposer should define their approach to obtaining State approval of deliverables.
f. Proposer should provide in detail their approach to monitoring performance standards and overall performance monitoring plans.
g. Proposer should describe their methodology for reporting statistics used in billing the State for the services provided.
h. Proposer should describe their strategy for insuring confidentiality and security requirements are enforced.
i. Proposer should include any other project management strategies to be incorporated into the project.
j. Examples used on other projects or mock deliverables should be provided with the proposal response.

4. **Project Schedule/Implementation Plan:**

Immediately after contract award, the State will designate a Project Manager and provide the selected Contractor with the Project Manager's name, email address and telephone number. The selected Contractor shall work with the Project Manager to develop a project work plan and finalize the implementation schedule. The Proposer's implementation plan should include

all tasks necessary to prepare for transition, and provide all services required pursuant to this RFP and should be included in the Proposer's submission. The Plan should include but is not limited to:

a. Schedule of tasks and deliverables as well as time frames associated with the completion of each task or deliverable necessary to implement the Paternity Establishment and Voluntary Acknowledgment Program.
b. If known, state the name of the person who shall be responsible for completing each task. Otherwise, include the positions that will be responsible for each task.
c. Start and finish dates of tasks.
d. Proposer's plan for securing office space and office equipment.
e. Proposer's description, in detail, of all equipment, software/ systems, telephone and data lines, and so forth that the Contractor will use. In addition, the specifics on how the equipment and software will be used.
f. Organizational chart, narrative descriptions of organizational structure and workflow.
g. Proposer's plan for securing personnel. Include total number of staff and titles with job descriptions and indications as to which are permanent or temporary, and which are full time or part time.
h. Proposer's should describe the plan for training Contractor personnel.
i. Proposer's strategy for ensuring confidentiality and security requirement are enforced.

1.9.6 Proposed Staff Qualifications

1. All personnel necessary to carry out the terms, conditions and obligations of this scope shall be the responsibility of the Contractor.
2. The Contractor shall hire, fire, train, and supervise all professional, paraprofessional, and support personnel necessary to carry out the terms of this scope of work. Neither the Contractor nor any of its staff shall be considered employees of DCFS. Training records shall be maintained for State review.
3. The Proposer should provide an Organizational and Staffing Plan that addresses the Proposer's project staff. The plan should include the following:
    a. An organizational chart for its proposed initial project development team and for the program support and enhancement team.
    b. Detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.
    c. A description of each role and resumes for each key position. Resumes should include the following information:
        i. Proposed role on project;
        ii. Educational Background (See definition of education/degree in Section 1.5).

iii. Recent experience (including start and end dates); quality and depth of experience;
iv. Size and scope of past and present projects supported with dates and responsibilities and any applicable certifications, (prior three to five years).
v. Reference contact information, including email address and phone number. A **minimum of three references** for each resume (name, title, company name, address and telephone number) should be provided for cited projects in the individual resumes.
vi. Resumes should be no longer than three pages in length.

d. Letters of commitment are required for all key staff.

4. The Proposer is responsible for verifying reference contact information, including but not limited to phone numbers and addresses. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or inaccurate contact information could result in a zero score in this category.

1.9.7 Veteran and Hudson Initiative Programs Participation

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

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

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

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

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

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

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

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

The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at: http://www.doa.la.gov/pages/osp/se/secv.aspx.

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

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

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

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

1.9.8 Cost Proposal

The Proposer shall provide firm fixed all-inclusive price for providing all services described in this RFP. The Proposer should use **Attachment IV: Price Schedule** to provide prices. The firm fixed price shall include labor, travel, overhead, and all other costs direct or indirect, related to the service, and shall remain firm for the entire contract term including any renewals.

1.9.9 Certification Statement

The Proposer must sign electronically or submit a scanned signature of **Attachment I: Certification Statement** and all information required by the Certification as part of the proposal submission. Additionally, the following forms should be included with the proposal:

1. Board Resolution, if the proposer is a Corporation.
2. Disclosure of Ownership
3. Certification of Authority
4. IRS Form W-9 Request for Taxpayer Identification Number and Certification Submission of these forms with the proposal will expedite the contract process; therefore, each Proposer is strongly encouraged to submit these forms with their proposal.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4: I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following:

- One (1) technical proposal in PDF and Microsoft Word formats. The file shall be named: RFP # 3000015781 Technical Proposal - [Proposer Name].

- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: RFP # 3000015781 Cost Proposal - [Proposer Name].

- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file shall be named: RFP # 3000015781 Redacted Technical Proposal - [Proposer Name].

1.12 Legibility/Clarity

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

1.13 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 the contract, or which become available to the Contractor in carrying out the 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 Department of Children and Family Services.

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, Louisiana Revised Statute 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.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

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

Sylvia Williams, CSE Consultant
Department of Children and Family Services
Child Support Enforcement, Contracts Unit
Phone: 225-342-1137
Email: Sylvia.Williams.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 the date and time specified in the Schedule of Events in Section 1.6. 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 the date specified in the Schedule of Events in Section 1.6 at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

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

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

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

1.14.3 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 Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of

communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

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

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

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

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

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

1.15 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.

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 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 withdraw a proposal, a written request signed by the authorized representative of the Proposer must be uploaded to:
https://stateofla.app.box.com/f/3bcb26208acd4fd7bb715ea45ef4bdb1.

1.18 Waiver of Administrative Informalities

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

1.19 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.

1.20 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.

1.21 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.

1.22 Taxes

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

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

1.23 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.

1.24 Use of Subcontractors

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

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

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 Written or Oral Discussions/Presentations

Not required for this RFP

1.26 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.

1.27 Evaluation and Selection

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

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

1.28 Best and Final Offers (BAFO)

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

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

1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the 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: Sample Contract**. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds 30 business days, or if the selected Proposer fails to sign the final contract within 7 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

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

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

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

Any 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 14 calendar days after the award has been announced by the agency.

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

The State reserves the right to make multiple awards.

1.31 Right to Prohibit Award

In accordance with the provisions of Louisiana Revised Statute 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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.

1.32 Insurance Requirements for Contractors

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

1.32.1 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.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers' Compensation

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.

1.32.2.2 Commercial General Liability

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.
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.

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the

contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

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.

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

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

1.32.4 Other Insurance Provisions

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

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

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

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

1.32.4.2 Workers' Compensation and Employers' Liability Coverage

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

1.32.4.3 All Coverages

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

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

1.32.5 Acceptability of Insurers

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

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

1.32.6 Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Children and Family Services,
Its Officers, Agents, Employees and Volunteers
627 N 4th Street, Baton Rouge LA 70802

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

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

1.32.7 Subcontractors

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.

1.32.8 Workers' Compensation Indemnity

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

1.33 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 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.

1.34 Payment

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 30 calendar days of the approval of invoice and under a valid contract.

The Agency shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment IV: Price Schedule**. The Contractor may invoice the agency monthly at the billing address designated by the agency.

1.34.1 Late Payments

Interest due by a State Agency for late payments shall be in accordance with Louisiana Revised Statutes 39:1695 and 13:4202.

1.34.2 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EVP, a method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see **Attachment III: Electronic Vendor Payment Solution** for additional information regarding electronic payment methods and registration.

1.34.3 Invoices

All invoices shall be fully documented and submitted monthly for payment. Monthly reports of statistical information to support the billing shall be included with the invoice and should be submitted within ten working days following the end of each month. For an invoice to be considered eligible for payment, the invoice shall be received by CSE within thirty days from the end of the month the billing applies to:

1. Dates of Service
2. An invoice number
3. Name and payment address of the contractor
4. Amount due for each item defined in Price Schedule
5. Total amount due for month
6. Any outstanding balances
7. Contract Number
8. Tax Identification Number
9. Contact person's name and phone number
10. Attachment: Report documenting the services provided for the month included on the invoice.

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

1.35.3 Termination for Non-Appropriation of Funds

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

1.36 Assignment

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

1.37 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.38 Civil Rights Compliance

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

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

1.39 Record Ownership

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

1.40 Entire Agreement/Order of Precedence

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

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

1.41 Contract Modifications

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

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.42 Substitution of Personnel

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

1.43 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to Louisiana Revised Statutes 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana

1.44 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.

1.45 Code of Ethics

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

1.46 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 Louisiana Revised Statutes 12:301-302 from the Louisiana's Secretary of State. 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 Louisiana's Secretary of State.

1.47 IRS Contract Language for General Services

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) Include any additional safeguards that may be appropriate.

II. CRIMINAL/ CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of

unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10.) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with a 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

1.48 Prohibition of Discriminatory Boycotts of Israel

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

PART 2: SCOPE OF WORK

2.1 Scope of Work

Federal Regulation 45 CFR 303.5(g) requires the State of Louisiana to provide a high quality paternity establishment program with a primary focus on hospital-based paternity establishment. This program is expected to provide well-trained hospital personnel to interact with unwed parents prior to and immediately following the birth of their child. This program is also expected to provide high quality educational and outreach materials for unwed parents in order to educate them on the rights and responsibilities associated with paternity acknowledgment.

Proposers should propose the best solution that meets or exceeds those objectives described while being cost effective and fiscally responsible. The services described are not intended to limit the Proposer's creativity in proposing a solution. Innovative ideas, new concepts, and best practices should be presented with this RFP.

The Contractor must have an operational facility that is fully operational and providing services by no later than ninety (90) calendar days after date of the properly authorized contract. The Contractor shall be responsible for all of its own office space, personnel, clerical and technical support, furniture, copy equipment, telephone, and data and phone line installation, etc. to operate and manage the Paternity Establishment and Hospital-Based Paternity Program. No later than 90 calendar days after date of properly authorized contract

2.2 Deliverables

Contractor shall provide the following deliverables. These shall include, but not be limited to the following:

2.2.1 Invoices

All invoices shall be fully documented and submitted monthly for payment. Monthly reports of statistical information to support the billing shall be included with the invoice and should be submitted within ten working days following the end of each month. For an invoice to be considered eligible for payment, the invoice shall be received by CSE within thirty days from the end of the month the billing applies to:

1. Dates of Service
2. An invoice number
3. Name and payment address of the contractor
4. Amount due for each item defined in Price Schedule
5. Total amount due for month
6. Any outstanding balances
7. Contract Number
8. Tax Identification Number
9. Contact person's name and phone number
10. Attachment: Report documenting the services provided for the month included on the invoice.

2.2.2 Reports

A. Quarterly Outreach Progress Reports: Contractor shall submit a status report in the first week of the first month of each quarter:

    1. Detailing all birthing hospitals and all free-standing birthing centers outreach efforts, numbers and totals of outreach efforts, and the process used to accomplish outreach.
    2. Including completed compliance monitoring form for each birthing hospital and all free-standing birthing centers outreach assessment and for each free-standing birthing center assessment performed during the quarter.
    3. Corrective action plan for each hospital and free-standing birthing center with identified compliance issues.
    4. Follow-up report regarding subsequent compliance reviews for hospitals and free-standing birthing centers with a corrective action plan.

B. Vital Records provides a report of rejected AOPs. Contractor shall be required to provide an assessment and corrective action plan quarterly to reduce rejected AOPs. This may require additional training of hospital staff. This volume is typically low; however, trends have shown an increase in rejections when there are changes to hospital staff.

C. If the State chooses to implement the performance enhancement option of the contract, the Contractor shall provide analysis of findings and of recommended corrective actions to increase paternity in parishes/offices struggling to meet the 90% threshold. A separate report and corrective action plan shall be provided for each parish. Each report and corrective action plan will be a separate deliverable. This is due within 6 months after the effective date of the request and periodically as agreed upon between the State and the contractor. **Attachment V: Annual Paternity Performance Statistics** is representative of the State's Paternity statistics. The State does not have available parish-specific data however, the thirteen (13) parishes in this chart are representative of the entire State.

D. If the State chooses to implement the performance enhancement option of the contract, the Contractor shall analyze the CSE/Vital Records automated interfaces and the resulting business process performed by staff. Provide a written report that includes findings and recommendations for enhancement.

E. Reports shall be customized in a compatible work processing, spreadsheet, database and charts/graphs format agreeable with CSE.

2.2.3 Turnover Plan

All records and outreach material must be turned over to DCFS, as appropriate, at the termination of this Contract in a fully organized, labeled and easily accessible manner. Submit to the State, for its approval, six months prior to contract termination, a turnover plan that provides for an orderly and controlled transition to either the State or a successor Contractor. This plan shall include at a minimum the following:

A. List of all job titles and responsibilities and the number of individuals in each.

B. All other information requested by the State, in its sole discretion, that it believes is necessary to effectuate a smooth turnover to the successor Contractor.

2.2.4 Outreach Material

A. At a minimal, the following outreach material must be provided:

a. Brochures
b. DVD/Videos
c. Website with
d. Flyers
e. Form Letters/Mail outs

Samples can be provided upon request. Proposers may include samples of their outreach material as a part of their outreach response. Written material should be available in English and Spanish.

B. All videos, pamphlets, mail outs, brochures, flyers, form letters, or any type of communication to birthing hospital and all free-standing birthing centers employees shall receive prior approval by DCFS. Outreach material required by the contract shall be provided for initial review within sixty (60) calendar days of contract approval.

C. The birthing hospitals and all free-standing birthing centers will provide the approved materials to the parents. The cost of all outreach material will be included in the contract price and shall be provided to birthing hospitals and all free-standing birthing centers at no cost to the hospitals.

D. In addition, the contractor will be required to provide a survey tool for use by birthing hospitals and all free-standing birthing centers to provide feedback to the State regarding the performance of the contractor and to allow the hospitals to provide input regarding how the programs could be enhanced. This must be performed annually during the term of the Contract.

2.2.5 Contingency/Disaster Recovery

Selected Contractor shall develop a contingency/disaster recovery plan and procedures to address operations in the event of a shutdown or lapse in service for any reason. The Contractor should have the ability to be up and fully operational within fourteen (14) calendar days after such disaster or emergency. This final plan shall be provided within sixty (60) calendar days of contract approval.

2.2.6 Quality Assurance Plan

Contractor shall develop a quality assurance plan to address how the Contractor will ensure the quality of service provided is maintained throughout the life of the contract. The final plan is due

60 days following the execution of the contract. Quarterly conference calls with DCFS, LDH, and the contractor's project team to review issues should be included in the plan.

2.3 Scope of Work Elements

2.3.1 General Requirements

A. The Contractor shall collaborate with Louisiana birthing hospitals and all free-standing birthing centers, DCFS/Child Support Enforcement and LDH/VR to provide hospital-based voluntary paternity acknowledgement services to unwed parents.
B. The Contractor shall be responsible for all of its own office space, personnel, clerical and technical support, furniture, copy equipment, telephone, and data and phone line installation, etc. to operate and manage the Paternity Establishment and Hospital-Based Paternity Program. No later than 90 calendar days after date of properly authorized contract.
C. The Contractor shall be required to attend meetings and conference calls with DCFS, DCFS/CSE, and LDH Vital Records personnel as requested at Contractor's expense. Contractor's Project Manager will work closely with all State staff.
D. Upon contract award, Contractor shall provide an email process for receiving reports and for the State to submit specific concerns to the Contractor's Project Manager.
E. The Contractor shall accommodate changes required by legislation at no additional cost to the State unless the contractor can show substantial additional increased costs associated with the new requirement. Any increase costs must be negotiated and approved by the State.
F. Contractor employees must speak fluent English.
G. It is important that all information provided to parents, birthing hospitals, all free-standing birthing centers, DCFS and LDH be accurate. Furthermore, the Contractor must ensure that staff are provided with a high degree of respect for the parents, sensitivity to their circumstances and a commitment to high quality customer services. Quality Assurance by the selected Contractor will be a key in providing accurate information.
H. The Contractor shall be responsible for providing all clerical activities. These include but are not limited to:
    1. Sending any requested information to requester within 24 hours of call.
    2. Providing mail-outs, envelopes and postage for mail-outs.
    3. Preparing and mailing brochures, flyers, and informational packets to birthing hospitals and all free-standing birthing centers.
I. Confidentiality (Information and Telecommunications Systems Security)
    1. The State requires that all Contractor-provided information and telecommunications systems be made secure from unauthorized access and use. Access to the required filing system, including but not limited to written correspondence, shall be limited to only those personnel who are authorized to support a given task. The Contractor shall maintain a listing of those employees with authorized access. When designing system security, Contractor shall address factors including, but not limited to:
    2. Information Systems — Ensure that all information handled by computer systems is protected against unauthorized access, misuse, fraud,

misappropriation, espionage, sabotage, and inadvertent or deliberate compromise.

3. Telecommunications Systems—Provision of telecommunications security is sufficient to protect all incoming and outgoing calls and electronic inquiries/responses, and all data collected from these activities, from unauthorized access or loss.
4. Software Applications and Databases—Access to software applications and databases is limited to only those personnel who are authorized to support a given task. Such restriction is accomplished through the use of customized menus, user log-on identification codes, operator-defined password protection, and or automatic timeout values. The Contractor shall use expiration dating as a method of password security maintenance.
5. System Testing—System testing is performed on a regular basis to monitor adherence to, and compliance with, stated security measures.
6. Audits—Contractor shall be subject to periodic system audits in the same manner and fashion as conducted by the State. Such audits shall relate to both Contractor-provided systems and Contractor's use of State-provided data under the contract. Examples of such audits include Legislative and security audits, generation of active employee listings to verify user identification maintenance practices, retrieval of user activity reports and archived security information, and demonstration of Contractor's ability to monitor, collect, store, and control access to usage data.
7. Proper Notification—Contractor shall report all attempts made, whether successful or not, to breach the physical security of the facilities or primary data centers where the work is performed, or any related telecommunications and information systems that support each task. The Contractor shall adhere to applicable agency IT Incidence Handling Procedures for reporting these intrusions, including escalation to Department of Homeland Security Fed CIRC, if necessary. Such reports shall be made to the State as soon as possible and in no event more than twenty-four (24) hours after discovery of the incident. In rare instances, the Contractor may receive calls that threaten the well-being of the State and/or other personnel or property. The Contractor shall ensure that procedures are in place to report the calls immediately to the appropriate law enforcement agency(ies).
8. Contractor must maintain confidentiality and privacy at all times, in accordance with State regulations, federal regulations, and DCFS policies. Title IV-D and non IV-D payment information must be maintained and used solely for child support enforcement purposes and safeguarded as provided in 45 CFR 303.21. Breeches of confidentiality may result in fines, penalties, and civil or criminal proceedings. Any Contract employee who breeches confidentiality requirements may be terminated. Contractor breach of confidentiality with regard to data or information may be cause for contract termination.
9. Confidentiality regarding disclosure of information is essential. The Contractor must adhere to all DCFS program policy regarding the specific types of information that may be released. Contractor must ensure that any information provided by the State relative to clients is used only for the

administration of the contract, or in any investigation, prosecution, or criminal or civil proceeding conducted pursuant to the contract.

10. Contractor must not access any data base or system maintained by DCFS accessible to the Contractor pursuant to the contract due to arrangements made by DCFS with other agencies, or entities, for any purpose not directly related to the performance under the Contract.

J. Facility Security

1. Contractor is responsible for providing a physically secure facility for people, equipment, and documentation. All security requirements apply to the Contractor's facility, alternative facility, or any subcontractor facilities. When designing physical security measures, Contractor shall address factors including, but not limited to:
2. Controlled Access – All personnel who enter the facility shall be issued a badge or identification card. Employees shall have a permanent badge and approved visitors receive a temporary badge.
3. In general, facility access is limited to:
    a. contractor personnel performing work under the contract
    b. authorized State personnel
    c. maintenance personnel or suppliers performing upkeep or repair of facilities or equipment
    d. personnel as approved jointly by Contractor and the State
4. Contractor must obtain DCFS approval prior to granting either current or potential customers access to areas where State work is performed.
5. Terminated employees shall have their badges removed and their accounts deactivated and/or deleted from any system access immediately upon termination. Proof of such removal shall be documented by Contractor and made available to the State upon request.
6. Data and Telecommunications Center - The primary data and telecommunications center is secured through the use of key-code access with entrance granted only to those requiring access to this area on a regular basis to perform their normal job functions or who are escorted as in the case of visitors or technicians. Establishing a separate and secure area for computer terminals to which only those employees assigned to the Paternity Establishment and Hospital-based Paternity Contract will have access. Contractor understands and agrees that the State network connection and software shall only be used in the performance of the agreed upon functions, and that usage of the State network and network software for unauthorized purposes may result in the termination of the Contract.

2.3.2 Functional Requirements

1. Hospital-Based Paternity Program

a. Contractor shall ensure that all private and public birthing hospitals and all free-standing birthing centers statewide have a program that complies with Louisiana Revised Statutes 40:46.1 related to allowing for voluntary

acknowledgement of paternity during the period immediately before and after the birth of a child born out-of-wedlock.

b. Contractor shall provide birthing hospitals and all free-standing birthing centers:
   i. with written material about paternity establishment
   ii. the forms necessary to voluntarily acknowledge paternity
   iii. written description of rights and responsibilities
   iv. alternatives as provided in Louisiana Revised Statute 9:392(A) which are involved in acknowledging paternity
c. Contractor shall develop a video for use by hospitals to educate parents on the legal aspects of paternity establishment and on the benefits of a two parent family.
d. Contractor shall provide newsletters distributed on a quarterly basis to include educational information, current events and best practice tips. These newsletters shall be distributed to all birthing facilities and State birth record agencies. A sample newsletter should be provided with the proposal.
e. Contractor shall participate In-Hospital Baby Fairs/Expos (this could be completed virtually) located in the major cities in Louisiana such as New Orleans, Baton Rouge, Lafayette, Lake Charles, Alexandria and Shreveport. Describe your proposed exhibit and plans for promoting awareness of the program.
f. Contractor shall provide help desk support. Contractor must provide toll-free telephone numbers for DCFS, LDH, and hospital personnel and have adequate staff available from 7:30 a.m. – 5:00 p.m. CST, Monday through Friday to provide technical assistance regarding the Paternity Program. The Contractor may recommend a variance in beginning or ending time based upon experience.

2. Statewide paternity establishment percentage

Louisiana has met the Paternity Establishment Percentage requirement of 90%. Should Louisiana encounter problems meeting the 90% standard, DCFS may request assistance. Contractor shall provide their methodology to increase paternity establishment percentage in the Child Support Program, including DCFS and District Attorney Offices. This shall include, but not be limited to the following:

a. Providing an assessment of the current automated processes between Vital Records and DCFS/CSE. Provide recommendations for enhancements and/or modifications.

b. Performing an assessment of the paternity establishment business process in Parishes where the PEP is less than 90% and provide recommendations to increase performance in poorly performing offices. (**See Attachment V: Annual Paternity Performance Statistics.**)

3. Consulting support for paternity data reliability

In prior years Louisiana has consistently passed data reliability audits in the area of paternity establishment. Should Louisiana find itself in jeopardy of, or failing a data

reliability audit, DCFS may request assistance. Contractor shall provide their methodology for the following:

a. Technical assistance geared toward reducing or eliminating audit findings by reviewing the actual finding, analyzing federal regulations and federal guidance documents
b. A corrective action plan within thirty (30) days after the preliminary audit report is received from the Federal Office
c. Assistance to the State in preparing an audit response for submission to the Federal Office.

2.3.3 Technical Requirements

- **Not applicable for this RFP.**

2.3.4 Project Requirements

To control and implement the requirements of this project, the Department will use Child Support Enforcement (CSE) personnel to monitor and oversee the selected vendor. The State personnel assigned to this project will be responsible for dealing with the Contractor in a timely and effective manner with regards to programmatic, systematic, and contractual issues. The Project Coordinator will be the Child Support Enforcement Program Manager assigned to monitor the contract. State staff will have the following roles and responsibilities:

1. Review all written deliverables, and will, if necessary, respond with comments within five business days after receipt of each deliverable.
2. Responsible for the supervision, direction and control of its own personnel.
3. Notification to the Contractor of complaints it receives about the Contractor.
4. The State requires that key contract personnel should not be removed from the project except for circumstances beyond the Contractor's/Service Provider's control. DCFS will monitor the potential proposer/ contractor through regular communication and through visually reviewing the potential proposer/ contractor tangible work products. The State reserves the right to require removal and replacement of any contract personnel whose performance it considers unacceptable

The Contractor shall provide all services identified in **Part 2: Scope of Work**

PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

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

Criteria	Maximum Score
Company Background and Experience	13
Approach and Methodology	35
Proposed Staff Qualifications	15
Louisiana Veteran and/or Hudson Initiative • *Up to 10 points available for Hudson-certified Proposers;* • *Up to 12 points available for Veteran-certified Proposers;* • *If no Veteran-certified Proposers, those two points are not awarded.* *See Section 3.2 for details.*	12
Cost	25
TOTAL SCORE	**100**

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

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

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

3.1 Standard Cost Evaluation Method

Proposals will be assessed first to determine if the services proposed meet the goals and core services defined in the RFP and based upon the reasonableness of the proposed contract activities relative to the contract price.

For proposals found to reasonably satisfy the requirements of the RFP as described above, cost shall be scored according to the following:

The lowest total price from **Attachment IV: Price Schedule** will be based upon the total price for 36 months, this proposal will receive the maximum possible 25 points. Other proposers will receive cost points based upon the following formula:

$$25 \times \frac{\text{Price of lowest proposal for 36 months}}{\text{Price of proposal being rated for 36 months}} = \text{Proposal price points}$$

CCS = (LPC/TCP x 25)
Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost
TCP = Total Cost of Proposer being evaluated

Scores will be rounded to two (2) decimal places throughout this process.

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

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

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

i. Subcontractor's name;
ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
iii. A detailed description of the work to be performed; and
iv. The anticipated dollar value of the subcontract for the three-year contract term.

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

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

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

A. When the contract requirements are not met, the Contractor shall be given sixty (60) days after written notification to correct the problem. If the problem is corrected within the sixty (60) calendar day corrective action period, there will be no penalty.

B. If the requirements are not met and the problem is not corrected within the sixty (60) calendar day corrective action period, the Contractor may receive a reduction of five percent (5%) of each month's invoice beginning with the first month of the corrective action period. For example: If Contractor is notified of the problem in June and fails to correct the problem within the sixty (60) calendar day period, the Contractor could be penalized for the months of June and every month thereafter until the problem is resolved. The penalty is removed when the Contractor is in compliance.

C. If the Contractor fails to comply again for the same contract requirement, the five percent (5%) penalty may be imposed again without the benefit of the sixty (60)

calendar day corrective action period. The penalty is removed when the Contractor is in compliance.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

Contractor project performance will be evaluated as based on the requirements described in **Part 2: Scope of Work** and feedback from Child Support Enforcement staff, birthing hospitals and all free-standing birthing centers, and the Louisiana Department of Health/Vital Records.

The State will review all deliverables and hardcopy products (i.e. reports, schedules, plans, and the like) to confirm that they satisfy the objectives and contract requirements defined between the State and the Contractor. Prior to the submission of deliverables and similar products, the Contractor will submit outlines and drafts of the documents for agreement and approval of the basic format and content of the documents. The State will not approve or pay for deliverables and similar products that do not meet the objectives and approval criteria.

Resource Allocation

The State will monitor staffing levels and staff performance on a monthly basis. In the event that certain individuals continually fail to perform, the State reserves the right to request a reassignment or replacement of those individuals.

Status Meetings and Reporting Documents

The State will very closely examine all reporting mechanisms provided by the contractor to determine adherence to the contract. Status reports and/or conference calls will be a forum to discuss all aspects of the Program to explain details of the reports described in section 2.4, Deliverables

4.2.2 Monitoring Plan:

Periodic meetings will be held with DCFS and LDH staff to assess the performance of the contractor. Feedback and information received from the customer service survey tool will also be used to monitor performance.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State

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

ATTACHMENT I: CERTIFICATION STATEMENT

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 30 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 .)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with Louisiana Revised Statutes 39:1624(A) (10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial

treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT II: SAMPLE CONTRACT
CONTRACT BETWEEN STATE OF LOUISIANA

DCFS-CF-1
Rev. 6/18

AGREEMENT BETWEEN
THE STATE OF LOUISIANA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND

FOR
__ Personal __ Professional __ Consulting __ Social Services ___ Interagency ____Government

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

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

11) Effective Date: 12) Termination Date:

13) Maximum Contract Amount:

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

Contractor shall bill monthly, in arrears, for actual cost incurred and paid for services rendered (provided). Supporting documentation of the costs incurred must accompany the form for reimbursement. Each monthly invoice must be submitted by 15th of the month following the month of services. If, necessary, supplemental invoices are allowed if they are submitted no later than the end of the month following the month of services. There should be no more than 12 supplemental invoices in any 12-month period during the term of the contract.

The Contractor will expend funds in a manner consistent with the budget which is part of this contract and attached as Exhibit B. Providing that there is no change to the total contract amount, the contractor can reallocate funds in cost categories or add new cost categories only upon written approval of DCFS/DOA Office of State Procurement (OSP).
PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: CSE Manager 1/2
(Specific Person, Position or Section)

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

- Maximum contract amount includes travel, which will be reimbursed in accordance with State Travel Regulations PPM 49.

- Contract Extensions: *This subsection applies to contracts with less than a three year term.*

  If necessary, this contract may be extended for one or more periods of time not to exceed a total contract period of three (3) years or thirty-six (36) months.

16) If Corporation ___ Profit or ___Non-Profit __ Let by RFP __ Advance ___Vendor_ Subrecipient

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

General Terms and Conditions

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

Contract Monitor

The Contract Monitor for this contract is Program Manager 1/2.

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

Prohibition against Discrimination

The contractor agrees to abide by the requirements of the following as applicable: Title VI and 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. 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.

Prohibition of Discriminatory Boycotts of Israel

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

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

Confidentiality

Contractor shall abide by all laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality.

IRS Contract Language for General Services

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) Include any additional safeguards that may be appropriate.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Audits, Inspection and Review of Records

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

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

(1) Any subrecipient contractor who expends $750,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of 2 CFR Part 200 Subpart F Revised December 26, 2014, Regarding Audit Requirements for Federal

Awards. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exceptions to an annual audit are those exceptions as noted at 2 CFR Part 200.504 Subpart F.

(2) Any subrecipient contractor who expends less than $750,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statute 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statute 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.

(3) Any subrecipient contractor who expends less than $750,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statute 24:513 (State Audit Law), then no audit is required.

(4) Any subrecipient contractor who is a nongovernmental provider and receives $100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 2203.

Contractor subrecipient is required to obtain approval of its engagement letter from the Legislative Auditor's office. This engagement letter approval process should begin at least ninety (90) days prior to the end of the Contractor's fiscal year. Contractor subrecipient shall inform the Agency thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract or grant should be attached. Subrecipient contractor should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.
Upon completion of the audit engagement, two (2) copies of the completed report shall be forwarded to: Louisiana Department of Children and Family Services, c/o Office of Management and Finance, External Audit Section, P. O. Box 3927, Baton Rouge, LA 70821. This is in addition to any other required submissions imposed on the audit entity.

Record Retention and Inspection

Contractor agrees to retain all books, records, and other documents relevant to contract and funds expended thereunder for at least four (4) calendar years after final payment or for three (3) calendar years after audit issues or litigation have been resolved.

Assignment of Interest in the Contract

Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Agency

thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the State. Failure to provide prompt written notice of any such assignment shall be grounds for termination of the contract. "Prompt written notice" is defined as "written notice provided within ten days of the assignment".

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and shall be identified under Federal Tax I.D. #_____ and Louisiana Department of Revenue account # _____.

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

Payments

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

Prohibitions on use of funds

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

Notice of State Employment

This subsection is applicable only to contracts with individuals.

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

Property of the State

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

Subcontracts

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Agency (which approval shall be attached to the original agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. Any subcontractor shall be required to sign the Subcontractor Debarment Certification Attachment which shall become a part of this contract.

Alterations, Variations, Modifications, or Waivers

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

Amendments

Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the office which is a party to the contract and the Contractor, and approved by required authority of the Department, and, if the contract exceeds $2,000.00 the Director of the Office of State Procurement, Division of Administration.

Set Off

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

Background Checks

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

Hold Harmless

Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

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 third party damage to the extent 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.

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) 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.

Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

Availability of Funds

This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until the agreement has been approved by required authorities of the Department; and, if contract exceeds $2,000, the Director of the Office of State Procurement, Division of Administration, in accordance with Louisiana Revised Statute 39:1595.1. It is the responsibility of the contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient

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

Reports

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

Environmental Tobacco Smoke

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

Termination for Cause

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

Termination for Convenience

This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond specified termination date. The

contractor shall be entitled to payment for work in progress, to the extent work has been performed satisfactorily.

Controversies

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

Force Majeure

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

Governing Law

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

Headings

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

Anti-Kickback Clause (Federal Clause)

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

Clean Air Act (Federal Clause)

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

Energy Policy and Conservation (Federal Clause)

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

Clean Water Act (Federal Clause)

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

Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statute 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.

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

1. The primary contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

2. Where the primary contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

Signature Date	STATE OF LOUISIANA DEPARTMENT OF CHILDREN AND FAMILY SERVICES Marketa Garner Walters, Secretary
Type name of Contractor Date	Eric Horent, Undersecretary Date DCFS Agency
Name of Person Authorized to Sign Contract Date	Shavana Howard, Assistant Secretary Date Division of Family Support

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

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

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

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

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

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

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

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT	_____	_____

_____

Printed Name of Individual Authorized

_____ _____

Authorized Signature for payment type chosen Date

_____

Email address and phone number of authorized individual

ATTACHMENT IV: PRICE SCHEDULE

Paternity Acknowledgement and Voluntary Acknowledgment Program

Description	Monthly	Year 1	Year 2	Year 3	Total Price for 36 Months
Hospital Outreach/Training, Customer Service, providing Reports as stated in Deliverables and Technical Assistance to Birthing Hospitals and all free-standing birthing centers. Mandatory as per Federal Requirement 45 CFR 303.5(g)	$	$	$	$	$
Provide an assessment of the current automated processes between DHH/Vital Records and CSE. Provide recommendations for enhancements and/or modifications Perform an assessment of the paternity establishment business processes in parishes where the PEP is less than 90% and provide recommendations to increase performance. Optional requirement as per State's request.					$
Technical assistance toward reducing or eliminating audit findings Provide a corrective action plan within 30 days after the preliminary audit report is received from the Federal Office Assistance to the State in preparing an audit response for submission to the Federal Office. Optional requirement as per State's request.					$
Total Cost	$	$	$	$	$

1. The Proposer must provide a firm rate for the term of this contract. The rate will be a fully burdened fixed rate that includes labor, per diem, travel, overhead, and any other costs related to the service. This will be used in the evaluation to determine the overall points awarded for Cost.

2. The State may secure all of the services discussed in this RFP during the contract period. However, the State reserves the right to include or exclude services/categories based on the projected annual cost, budgetary and technology constraints.

3. LASES, Performance Enhancement, Audit Reports, and Optional Requirements: LASES validation is completed by CSE workers, no outside entities directly updates data within this system; Performance Enhancement- any negotiations of written reports (if required) will be completed during the contract negotiations; Audit Reports are conducted annually by the CSE Office and are comprised of two (2) six month (6) self-assessment review periods; Optional Requirements- in regards to Optional Requirements cost figures should only be included in the Optional Technical Assistance toward reducing and/or eliminating audit findings.

ATTACHMENT V: ANNUAL PATERNITY PERFORMANCE STATISTICS

OFFICE	FFY 2019	FFY 2018	FFY 2017	FFY 2016
Baton Rouge	94.77%	96.12%	96.61%	94.17%
New Orleans	91.28%	89.73%	90.74%	86.93%
Alexandria	96.06%	96.37%	96.24%	95.61%
Monroe	94.58%	93.80%	94.74%	93.75%
Amite	96.61%	96.24%	95.83%	94.19%
Shreveport	93.54%	94.26%	93.83%	93.34%
Lafayette	96.36%	96.82%	97.42%	95.48%
Tallulah	94.15%	93.19%	93.34%	92.94%
Lake Charles	94.00%	95.71%	96.83%	97.07%
Thibodaux	98.96%	98.61%	98.75%	97.89%
Natchitoches	93.74%	94.84%	95.42%	94.10%
Ville Platte	96.41%	97.85%	97.87%	97.12%
Jefferson DA	96.25%	95.90%	94.96%	92.91%
Statewide	**95.41%**	**95.42%**	**95.65%**	**94.13%**

Attachment VI: REFERENCE QUESTIONNAIRE

The following questionnaire is to be completed by Proposer. Proposer may complete their name and **forward to reference responder with instructions to complete and deliver directly to the RFP Coordinator by the proposal due date November 30, 2020 @ 11:59 PM CST .**

It is the responsibility of the proposer to ensure the client references are aware of deadlines and the customer references provide timely responses.

Reference Response Questionnaire
Due Date is _____

You have been requested to serve as a reference for an upcoming project by:

Proposer's Name: _____

Please complete the following questions and send via email directly to:
Sylvia Williams, CSE Consultant
Paternity Establishment and Hospital-Based Paternity Program
Department of Children and Family Services
Child Support Enforcement, Contracts Unit
E-mail: [Sylvia.Williams.DCFS@la.gov]
Telephone: 225-342-1137 if you have questions concerning this questionnaire.

Reference Organization Name:

_____

Person Responding To This Request for Reference Information:
Signature:_____
Name and Title: _____
Telephone: _____ Email:_____
Date Reference Form Completed: _____

Type of Products/Services/Work provided by Proposer:

_____

_____

When were Products/Services/Work provided and approximate dollar values?

_____

Note: Complete the questions on following pages for the products or services or work described above.

Reference Satisfaction Factors

Scoring System: 0=Not Applicable, 1=Very Dissatisfied, 2=Dissatisfied, 3=Satisfied, 4=Very Satisfied

Score	Factor:
	A. The Proposer's Project Management Staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:
	B. The Proposer's Project line-level program subject matter expert staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:
	C. The Proposer's Project line-level technical staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:
	D. The Proposer lived up to the expectations, commitments and representations made during the procurement process. Comments:
	E. The Proposer demonstrated the ability to promptly negotiate an equitable contract within the terms and conditions that were important to us and were acceptable. Comments:
	F. The Proposer adhered to the terms of the contract and scope of work without undeserved complaint or unnecessary pressure. Comments:

	G. The Proposer was responsive and solution-oriented when there were issues or problems with the contract, timeline, scope or deliverables. Comments:
	H. The Proposer adhered to a sound project management methodology, using a comprehensive set of tools, processes and templates. Comments:
	I. The Proposer utilized an appropriate mix of needed staff onsite and offsite and invested an appropriate number of staff-hours to meet the demands and requirements of the project. Proposer brought in additional staff or needed expertise when needed. Comments:
	J. The Proposer was willing to sacrifice, accommodate and not "knit-pick" when conditions seemed warranted and was willing to "go-the-extra-mile" when necessary. Comments:
	K. The Proposer created a work environment that was collaborative, constructive and cooperative as opposed to adversarial, uncomfortable and confrontational. Comments:
	L. The Proposer was able to deliver a stable, reliable product/service that we use and value. Comments:
	M. In retrospect the Proposer is one that we are glad we worked with. Comments:
	N. In the future the Proposer is one that we would like to work with again. Comments:

	O. What other advice or general observations would you like to pass along to Louisiana as we evaluate this Proposer?

Please provide the following:

Original (proposed) price from this vendor $_____
Actual delivered price $_____

Original (proposed) date of completion _____
Actual date of completion _____

If there were changes to the price or schedule, what was the cause of change?

How was user satisfaction measured?

How satisfied are the users?

Feel free to attach any documentation (e.g. commendation correspondence, warning correspondence, sample work product, lessons learned, QA or audit findings, etc.) that may provide additional insight into Proposer's performance.

Attachment VII: CUSTOMER REFERENCES

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Brief description _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Brief description _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Brief description _____

Attachment VIII: HISTORY OF IN-HOSPITAL AOP COMPLETED AND REJECTED

History of In-Hospital Acknowledgements of Paternity Completed and Rejected			
Year	# In-Hospital AOP Completed	# AOP Rejected	Percentage
2016	18,310	428	2.33%
2017	19,156	362	1.88%
2018	23,958	275	1.14%
2019	20,871	192	0.19%

Attachment IX: IN-HOSPITAL VOLUNTARY PATERNITY ESTABLISHMENT

3 Year History of In-Hospital Voluntary Paternity Establishment					
Federal Fiscal Year 2017	Number, Established via Paternity Affidavit	Federal Fiscal Year 2018	Number, Established via Paternity Affidavit	Federal Fiscal Year 2019	Number, Established via Paternity Affidavit
October 2016	805	October 2017	525	October 2018	522
November 2016	558	November 2017	456	November 2018	453
December 2016	407	December 2017	426	December 2018	443
January 2017	542	January 2018	535	January 2019	591
February 2017	447	February 2018	482	February 2019	441
March 2017	452	March 2018	396	March 2019	479
April 2017	426	April 2018	501	April 2019	517
May 2017	447	May 2018	585	May 2019	508
June 2017	495	June 2018	471	June 2019	612
July 2017	492	July 2018	524	July 2019	553
August 2017	530	August 2018	558	August 2019	699
September 2017	543	September 2018	564	September 2019	570
	6,144		6,023		6,388

Attachment X: HOSPITAL OUTREACH SUMMARY

Total Hospital Outreach Contacts Q1 (FY 2019)

Following is a table with the number of hospital visits, phone calls and community outreach efforts. This is the most recent data available

Hospital Outreach Summary Q1 FY 2019	
Total contacts, site visits & phone calls	**337**
Total completed compliance forms	**17**
Total brochures distributed	***2,700 English/ 0 Spanish**
DVD's	**47**

Total Hospital Outreach Contacts Q2 (FY 2019)

Following is a table with the number of hospital visits, phone calls and community outreach efforts. This is the most recent data available

Hospital Outreach Summary Q2 FY 2019	
Total contacts, site visits & phone calls	**328**
Total completed compliance forms	**12**
Total brochures distributed	***1950 English/ 0 Spanish**
DVD's	**64**

Attachment XI: OUTREACH MATERIAL

Material Currently Being Utilized and Expected to be Provided with the Estimated Yearly Distribution	
Brochures	8,500
DVDs	100
Printable Handouts	1,000