

STATE OF LOUISIANA



Department of Children & Family Services

Building a Stronger Louisiana

REQUEST FOR PROPOSALS FOR TRANSITIONAL LIVING APARTMENTS

RFP # 360PURSSRFP009

Issue date: May 31, 2012

Proposal due date and time: June 21, 2012, 3:00p.m.

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1 GENERAL INFORMATION

Purpose

This Request for Proposal (RFP) is issued by the Department of Children and Family Services herein referred to as DCFS. The purpose of this RFP is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1503. from qualified Proposers interested in providing for the supervision and placement needs of youth transitioning into adulthood through the development of a Transitional Living program. The goal of the program shall be to serve youth ages 16 to 21 preparing to age out of foster care or having recently aged out of foster care and continuing in the Young Adult Program with ongoing needs for supervision and support as the youth transition into adulthood and assume personal responsibility for their daily care needs.

All programs shall have a clear program philosophy, be strengths-based in approaches, and promote youth independence. DCFS is seeking Proposers who can provide a Transitional Living program to deliver services to youth approaching the age of majority in foster care or recently having achieved the age of majority in foster care and participating in the Young Adult Program to support the ongoing transition of the youth to adulthood and assist the youth in achieving their educational and vocational goals. The selected Proposer will support the youth's service plan with DCFS. All services shall be offered within the geographic region in which the youth is seeking independence, when possible, in the most appropriate setting consistent with the youth's needs and choices for transitioning to adulthood.

The Contractor shall be connected with local community partners, including family-run and faith-based organizations, and youth support groups to ensure continuity of services and appropriate supports as the youth assume self-responsibility.

Proposals submitted in response to this RFP must comply with all mandatory instructions and procedures contained herein.

1.2 Background

DCFS is working to help youth preparing to age out of foster care or recently having aged out of foster care become self-sufficient and successfully achieve their educational and vocational goals. The DCFS provides for the public child welfare functions of Louisiana, delivering services through a State administered system of a central State office, nine (9) regional offices, and fifty (50) parish offices covering the sixty-four (64) parishes.

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

DCFS provides placement and daily care to children ages 0 to 17 in the custody of Louisiana as a result of abuse and/or neglect. Placement and care are provided through a range of care giving settings based on the unique care needs and best interests of each individual child. When youth reach age 16 in foster care or enter foster care after attaining age 16 and the permanency plan for the youth clearly indicates the youth will be transitioning from foster care into adulthood upon reaching the age of majority, it is important to have care giving settings available with the skill and services to support the youth in the transition to self-sufficiency. Youth attaining the age of majority in foster care and continuing in the DCFS Young Adult Program for financial support as they pursue their educational and vocational goals from ages 18 to 21 are also provided this type of supportive placement and transitional services as needed to improve success in achieving self-sufficiency. The Department contracts with providers to support this skill development, to assist in a smooth transition for the youth, and to provide ongoing supervision as the youth adjust to accepting full responsibility for their daily life activities. There are approximately six to ten youth per region requiring this type of supportive program.

1.3 Scope of Services

Required program elements for a contractor shall include:

- a. A Program Placement and Discharge Policy that shall:
 - i. Allow planning to insure sufficient transition time for the youth

- ii. Require emergency needs of a youth, such as violent behavior or suicide attempts, be addressed immediately by the youth, Provider, and Department and result in cooperatively developing a plan
 - iii. Insure provider will not demand same day discharge of any youth
 - iv. Provide agreement regarding implications of same day discharges
 - Same day discharges shall voluntarily subject the Contractor to financial sanctions up to \$500.00 per day for up to five days withheld from any subsequent payment
 - Failure to attempt emergency stabilization when necessary shall constitute grounds for suspension or revocation of the contract
 - Same day discharges shall not be based solely on running away or assaultive behavior by the youth ages 16 to 17. Same day discharges shall not be considered if the youth appears capable and willing to complete the service plan upon return to the program
 - v. Accommodate readmission to the program for youth ages 16-17 if the youth was absent for psychiatric treatment, including treatment for substance abuse, if space is available and the youth is capable of completing the service plan. DCFS may pay to reserve a bed for up to 60 calendar days for the youth's return. No extension will be allowed or payment provided beyond 60 calendar days. When the Department pays for bed retention, the Contractor shall agree to maintain placement upon child's discharge for a minimum of the number of days for which a retainer was paid, without requiring additional payment.
 - vi. Require 10-working day prior notice for discharges.
- b. Service Planning Participation shall require that:
- i. Contractors participate in DCFS planning with the youth regarding educational and/ or vocational goals and necessary actions to achieve the goals.
 - ii. Contractors shall participate in treatment program meetings where the youth is receiving out-patient psychiatric treatment while in placement or in-patient psychiatric treatment while Contractor is receiving a retainer payment.
 - iii. Contractors shall develop with each youth individualized service plans to guide interventions to meet specific physical, emotional, social, health, developmental, educational, and vocational needs within 30 calendar days of admission of a youth to the program.
 - Plan shall have specific measurable goals and time frames for achieving the goals.

- Plan shall clearly indicate services to be delivered by the Contractor's staff and consultants, by parents when appropriate, and by community service providers.
 - When a service is to be secured through another funding source, a service description, funding source, frequency of service delivery, and any applicable agreements and approvals regarding payment for the service shall be identified in the Plan. This shall include Behavioral Health Services provided through Medicaid. The caseworker shall be made aware of total service delivery from all funding sources.
 - Plan shall address behavioral and health care needs of the youth, and general environmental, supervised apartment, and independent living duties for the youth.
 - Plan shall include Independent Living Services. Youth must have goals toward assuming self-support. A description of the specific services designed to prepare the youth for independent living must be included in the youth's individual service plan. Individual role modeling or teaching shall be required of the Contractor's program staff. The individual youth's plan must be goal oriented with realistic and attainable goals.
 - Plan for each youth shall include educational, vocational, and employment services consistent with the youth's abilities. The Contractor shall have a working relationship with local educational authorities that will facilitate the effective utilization of the school system by the youth enrolled within the Contractor's program. Youth shall use local or State funded educational programs. The educational goal will be completion of educational and vocational plans to provide for self-sufficiency and economic self-support.
 - Subsequent to the initial staffing of the youth's case within the first 30 calendar days of placement, the Contractor shall confer regularly, but no less than monthly, with the youth's caseworker to evaluate progress in the attainment of service goals and adjust the case plan.
 - Contractor shall maintain an individual case record that shall include service plans, progress updates, and documentation of services delivered. This record shall be readily available to Department representatives, including the workers who are directly involved with the particular youth. Documentation shall describe the nature and delivery of services provided to the youth. All information contained in the youth's record shall be considered privileged and confidential. Access to the youth's record shall be limited to Department personnel and the youth unless prior written authorization is obtained from the Department.

- iv. Quarterly reports shall be submitted by the Contractor to the caseworker regarding the youth's health, service plan, progress, significant incidents, and account balances.
- v. Contractor shall agree to accept throughout the Contract period the per diem rate established by DCFS. Acceptance of this per diem rate shall mean the Contractor shall agree to deliver all services as described and approved in the proposal, and to comply with DCFS requirements for that rate. There will be no mid-contract period revisions to the rate.
- vi. The daily Contractor rate shall include the following components for each child in placement:

Administrative	\$54.04
Basic	\$10.56
Supervision	\$ 3.38
Intervention	\$ 4.78
TOTAL:	\$72.76 per day

Specific monthly allowance amounts to be provided to each youth in placement by the Contractor, which shall be included in the per diem rate provided to the Contractor, shall be:

Allowance	\$ 46.70
Transportation	\$ 60.00
Personal Items	\$ 22.61
Clothing	\$ 80.38
TOTAL:	\$209.69 per month

(If all transportation services are provided by the Contractor rather than public transportation services, the \$60 per month transportation amount per youth may be utilized by the Contractor to cover transportation services provided to each youth, rather than the money being disbursed to the youth.)

- vii. Separate reimbursable items may be eligible for reimbursement outside of the Contractor's rate but shall only be available for youth ages 16 and 17, and must be authorized in writing by the youth's case worker and supervisor prior to the purchase. Reimbursable items may include a musical instrument when needed for the youth's educational program, a graduation ring, annual school pictures, etc. It is preferable the Contractor contact the youth's caseworker to authorize and initiate a payment to the vendor of the service directly rather than the Contractor making the purchase and claiming reimbursement.
- c. Meet Youth Daily Care Needs
- i. Contractor shall provide sufficient basic necessities to include:

- Groceries at initial placement and at regular established intervals thereafter as needed, but at least monthly. Contractor shall support and assist youth as needed, with greater support and assistance expected initially, but youth shall be responsible for all meal planning, recipe selection, development of ingredient (shopping) lists, grocery shopping, and food preparation. Grocery provision shall be accomplished by providing the youth a set grocery allowance of no less than \$50 per week or by Contractor payment for all grocery supplies of all youth during shopping trips to accommodate at least \$50 worth of groceries per youth per week, if needed
 - cleaning supplies, at initial placement and at least monthly thereafter as needed
 - basic furniture, including, at minimum, storage for clothing, a bed, a chair, and a table
 - bed, bath, and kitchen linens, including a pillow and a blanket or other type of covering
 - laundry facilities
 - cooking/serving/eating utensils, dishes, pots
- ii. Contractor shall not require youth to pay for services and supplies required by contract to be furnished by the Contractor. Items considered part of the expenses to be covered by the Contractor shall include housing (rent), furnishings, window blinds, curtains, shades, basic utilities, basic local telephone service, food, basic kitchenware, basic linen and bedding, and routine cleaning supplies
 - iii. Contractor shall provide adequate living space for youth based on State licensing standards and insure the living space is maintained in a condition supporting a healthy and sanitary living environment. Housing must meet the health, fire, and safety standards of the governing agencies of the community
 - iv. Contractor shall provide the youth with basic utilities and local telephone services (per apartment/dwelling).
 - v. Contractor shall have written policies and procedures posted for the youth for provision and maintenance of the housing, utility, and phone services as well as for emergency procedures such as fire alarms. Policy and procedures shall be reviewed with youth at placement and at least quarterly thereafter. The Contractor shall show youth all exit points within the apartment/dwelling, location of smoke detectors and fire extinguishers, and the Contractor shall demonstrate knowledge of use and maintenance of safety equipment available
 - vi. Contractors may use generic community apartments as a resource for the youth beginning at age 18
 - vii. Apartments for youth 16-17 shall only be Contractor owned apartments or special apartments having unique eligibility criteria, such as special apartments to accommodate the needs of disabled individuals

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

d. Programmatic Requirements

i. Program must be licensed and meet all requirements contained in the Minimum Licensing Requirements through the DCFS Bureau of Licensing

ii. Contractor shall administer a comprehensive program of services for each youth to enhance independent living skills

iii. Contractor's Program shall require a staffing level of 1 to 6. Direct supervisory/service delivery staff shall be at least 21 years of age and demonstrate sufficient maturity to supervise/support youth in the program. Direct supervisory/service delivery staff shall comply with provisions of LA R.S. 15:587.1 and R.S. 46.51.2 (E) and (F) which require criminal history clearances for any person who has been given, or has applied and will be hired for, or serves as a volunteer in a position of supervisory or disciplinary authority over children and who is subject to the statutory provision cited above

iv. Youth served shall be age 16 or over and demonstrate capacity for responsible program participation to include, but not limited to:

- Displayed no evidence of runaway or suicidal behavior in the past year
- Able to personally manage any required medications
- Enrolled in a educational or vocational program and working the equivalent of full-time (40 hours per week) and performing successfully based on the standards of the program and job
- Has defined educational/vocational goals and plan
- Demonstrates positive interpersonal skills
- Acceptive of structure and rules

v. Minor youth placed in the Transitional Living Program shall not have roommates 18 years of age or older

vi. Youth with minor children may participate

Youth whose minor children are not in the custody of the State shall be provided placement together. Contractor will assist youth in identifying and applying for community resources to assist in the care of the minor child as needed

- Child Care Services

Minor child of youth 16 and 17

- Available through DCFS child welfare child care services
- Child Welfare caseworker can authorize and arrange
- Limited to Class A licensed providers willing to accept Child Care Assistance Program rate of \$18.50 per day for children 0 up to age 3 and \$17.50 per day for children 3 to 12
- No registration, co-pay, or other fees allowed

Minor child of youth 18 and older

- May be eligible through DCFS economic support services
- Youth must apply directly with documentation of financial status/resources
- Based on agreement developed between Economic Support, youth, and child care provider
- Child Welfare has no responsibility for costs incurred, provider selected, etc.

- W.I.C. for nutritional support of the infant/child
- Medicaid for medical care of the infant/child
- Child Support for financial support of the infant/child

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

If the presence of the youth's infant/child increases the Contractor's cost of care to the family unit, then, with prior written approval from the DCFS caseworker for the youth mother, up to 30% of the \$264 may be used toward payment of rent, utilities, or other ancillary services. The portion withheld for these services shall not be detrimental to the mother's capacity for meeting the needs of the infant.

While Contractors shall not be required to provide services to non-custody infants, services to the youth mother shall support her parenting role. Pre-placement planning with the DCFS caseworker and youth mother shall address services required for the non-custody infant and how the Contractor will specifically assist the youth mother in meeting those needs. Ex: Transportation

to meet the infant's medical appointments, take the infant to day care, access early intervention programs for the infant, shop for the infant, and any other appropriate community services available.

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

When the infant/child of a youth is in foster care custody, the regular foster care board rate provided to a foster home placement based on the age of the infant/child will be provided, rather than the contract rate typically provided for a youth program participant in the Transitional Living Program.

The regular average monthly rates for children are:

birth up to age two years(\$15.58/day):	room and board	\$313.77
	diapers and formula	\$ 61.50
	clothing	\$ 61.50
	child's monthly allowance	\$ 9.72
	personal items	\$15.37
	gift allowance	\$ 5.54
	TOTAL	\$467.40
age two to five years(\$13.57/day):	room and board	\$314.76
	clothing	\$61.50
	child's monthly allowance	\$ 9.93
	personal items	\$15.38
	gift allowance	\$5.53
	TOTAL	\$407.10

Youth must be provided monthly the portions of the board rate received for diapers and formula, clothing, monthly allowance, personal items, and gift allowance. Contractor shall support and assist youth in budgeting, planning, and purchasing or providing these items as necessary to care for the minor child.

Contractor shall retain the portion of the board rate for room and board of the infant. The Contractor must supply a private bedroom for a youth with a minor child, and the Contractor must supply appropriate furniture such as baby/toddler

beds, cleaning supplies such as child appropriate laundry detergent, infant/child appropriate dishes, and linens for the care of the youth's child.

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

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

Contractor shall assist youth in identifying and applying for community resources to assist in the care of the infant/child as needed.

Child Care Services for Infant/child of youth 16 up to 21 is available through DCFS child welfare child care services for the length of time the minor child remains in Foster Care (state custody). The caseworker can authorize and arrange child care which is limited to Class A licensed child care providers willing to accept the Child Care Assistance Program rate of \$18.50 per day for children 0 up to age 3 and \$17.50 per day for children 3 to 12. The Contractor is not allowed to provide this service and will not be directly reimbursed for providing payment for this service; payment must be provided through the DCFS invoicing process. No registration, co-pay, or other fees are allowed.

Contractor shall include mentoring, education, and support related to child development, child care, and age appropriate child supervision in the program services to the youth.

vii. Youth shall be placed in an apartment or other independent living setting, which may be shared with one to three other youth. (The complex/campus may have multiple apartments, units, suites, cottages, etc. with groups of youth living in each.)

Onsite adult support and supervision (within the same complex or on the same campus/grounds, but not residing within an apartment, unit, suite, cottage, etc. with youth) shall be available 24 hours per day every day, including weekends and holidays.

viii. Services and staffing agreements shall be provided continuously throughout the period of the contract with the Contractor taking immediate steps to address problems and notifying the Department within five working days of challenges.

ix. The Program Supervisor will maintain daily contact with the youth.

- x. Personal visits by the program staff with each youth within the youth's apartment/living space shall be required at least five times per week.
- xi. Contacts and visits between the program staff and the youth shall include mentoring, counseling, education, and supportive services according to the youth's individualized service plan focused on improving coping skills for independent life skills development.
- xii. To determine youth's readiness to live independently, ongoing assessment of youth's skill levels shall be made at each contact and documented at least weekly. Youth shall not be routinely expected to remain in the program from ages 16 through 21, but rather only as long as it takes for the youth to acquire the skills to function independently. Contractor shall help youth transition into an independent living situation when the youth is assessed as ready to leave the supervision of the program
- xiii. The following are the types of supportive and educational services that the Contractor shall provide through the program (list is not all inclusive):
 - Housing (maintenance of current dwelling and assistance with selection/application for housing to transition into when the youth is ready to transition out of the program, including assistance with utility setup)
 - Home management (education and assistance with shopping, food preparation, cooking, cleaning, and laundry)
 - Educational and vocational training support (identifying programs to achieve educational/vocational goals; completing program applications; securing financial aid; acquiring appropriate supports such as tutoring, transportation to attend the program, planning for study time and homework completion; obtaining supplies, etc.)
 - Employment (assessment of skills and interests, job search/seeking, resume preparation, professional behavior and attire, job interview skills, work ethic/job maintenance, employee rights and responsibilities, explanation of fringe benefits and importance)
 - Personal/Social relationship skills
 - Health care education (daily personal hygiene, psychosocial and medical planning for identified health issues, need for and preparation of Healthcare Power of Attorney and Advanced Medical Directive, and routine need for preventative care)
 - Money management (handling of personal finances and budgeting, including purchasing of groceries, cleaning supplies and personal items, checking and savings account set up and management)
 - Community resources and services (purpose and application processes)
 - Protection against identity theft and steps for monitoring credit history and resolving problems
 - Transportation planning to achieve goals and access services
 - Recreational activity planning and support in developing hobbies for leisure time

- Communication skills development and training (oral, written, email, etc.)
- Sexual development, responsibility, and family planning alternatives as well as sensitivity and supportive assistance in understanding, accepting, and coping with sexual identity issues
- Self advocacy, self esteem, and self discipline training
- Problem-solving/Critical thinking skills training
- Crisis strategies to handle emergency situations (disaster preparedness, sudden onset of physical health symptoms, loss of job, death in family, etc.)

xiv. Transportation Services

Contractor shall meet the transportation needs of each youth in placement to achieve service plan, receive programmatic services, maintain connections to family, and fulfill educational/vocational goals. Contractor must fulfill this requirement through program owned/rented vehicles, provision of funds to the youth for use of public transportation when available, acquiring contracted transportation services, etc.

xv. Youth Board

Contractor shall organize a youth board of program participants to discuss challenges and strengths of the program and to provide peer support network. Contractor shall support youth board in arranging at least monthly meetings and shall incorporate feedback from the board in programmatic changes when feasible.

xvi. Expenditure Records

- Contractor shall maintain accurate records of all allowance, transportation, personal needs, and clothing fund transactions. This shall include monthly and total payments to the youth.
- Contractor shall assist the youth with money management skills such as deposits, withdrawals, and maintenance of a ledger of resources and expenditures
- Contractor shall encourage the youth to deposit any funds into a checking/savings account in a public banking institution.
- For employed youth, Contractor shall report at least quarterly to the case worker the total amount of the youth's earned income, employment expenses, and the youth's progress in management of financial resources
- Contractor shall assist and counsel those youth capable of working in seeking employment in accordance with the objectives of the youth's case plan and the program's individualized service plan

- Earned monies will be the property of the youth, but Contractor shall encourage youth to save at least 20% of the net pay, minus employment expenses such as the cost of uniforms.
- Contractor may hold youth responsible for restitution of monies for excessive charges of telephone and/or utilities over and above the agreed upon budgeted amount, and may plan for payment of those excess costs from monies earned by or allowed for the youth. Payment of monies by the youth for restitution purposes must be according to the individual service plan, which may be an addendum to the plan.

1.4 Performance Measures

The Contractor shall provide the following Youth Outcomes:

Youth will demonstrate ability to function in a living situation independently within two years of program entrance.

How this will be measured – Contractor documentation of youth independent management of financial resources and bills without need of Contractor’s assistance, or more than one financial institution overdraft for the six consecutive months prior to proposed discharge from the program. For financial responsibilities automatically covered by monthly payments to the Contractor such as board and utilities, Contractor documentation of youth discussion at beginning of each month regarding how this will realistically be budgeted and covered when the youth is living independently will be necessary. Youth will continue in the Young Adult Program at least six months following program exit, if eligible, functioning successfully in managing personal financial resources and living situation as evidenced by the youth paying rent and utility bills timely, maintaining a clean living environment, meeting personal food and clothing needs, and continuing satisfactory progress in education/vocational program.

Youth will demonstrate understanding of and ability to access community resources to function independently prior to discharge from program.

How this will be measured – Youth verbal report of community resources necessary to function independently such as Child Care Assistance Program participation and eligible Child Care Centers available within a reasonable distance from the youth’s proposed living situation if the youth has a child, or youth plan for accessing available transportation resources to get to the grocery, educational program, and work.

Youth will demonstrate increased involvement in learning skills development quarterly to meet personally identified areas of need and goals.

How this will be measured – Youth verbal report of achievements each quarter and areas needing continued improvement to include descriptions of how they feel they can best achieve their goals as well as Contractor documentation in

each youth's record regarding progress and outcome of participation in each learning activity. This shall also be evidenced through feedback from youth case managers when interviewed.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2012, and to continue through June 30, 2015. The State has the right to contract for up to three years upon approval.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposer Inquiries

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

Toni Buxton, Child Welfare Specialist 6
Foster Care and Transitioning Youth Programs
P.O. Box 3318 Baton Rouge, LA 70821
FAX: (225) 342-9087
PHONE: (225) 342-4006
toni.buxton@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 3:00 PM CST on June 7, 2012, as specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by June 12, 2012, at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and <http://www.dcfslouisiana.gov>. The Department will not be issuing this document in writing.

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

2.4 Definitions

Shall, Must, Will: Denote a mandatory requirement

Should, Can, May: Denote a desirable or permissible action

2.5 Schedule of Events

Event	Date
Issue Request for Proposal	May 31, 2012 3:00 P.M. (CST)
Deadline for receiving Proposers inquiries	June 7, 2012 3:00 P.M. (CST)
Issue responses to Proposers inquiries	June 12, 2012 3:00 P.M. (CST)
Proposal submission deadline	June 21, 2012 3:00 P.M. (CST)
Notice of Intent to Award (To be determined)	June 29, 2012
Begin Contract negotiation (To be determined)	To Be Determined

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events as it deems necessary.

3 PROPOSAL INFORMATION

Minimum Qualifications of Proposer

Proposers must be a Louisiana licensed child placing agency with sub-program for transitional placing services for youth ages 16 to 21 years

The proposal must contain a copy of the current child placing agency license for the organization.

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (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.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or

who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

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.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=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.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. 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.

Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136.

The State must find that the selected proposer:

- a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- c. Is able to comply with the proposed or required time of delivery or performance schedule;
- d. Has a satisfactory record of integrity, judgment, and performance; and,

e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

3.1.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

RFP Addenda

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 <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> and <http://www.dcfsls.la.gov>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

Waiver of Administrative Information

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

Proposal Rejection/RFP Cancellation

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

Withdrawal of Proposal

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

Subcontracting Information

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, the proposer should acknowledge in their proposals total responsibility for the entire contract.

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

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

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

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State. The selected Proposer shall be expected to enter into a contract substantially the same as the sample contract included in Attachment II. In no event shall a Proposer submit their standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations their firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer. If the contract negotiation period exceeds 5 days or if the selected Proposer fails to sign the final contract within 5 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 PM Central Daylight Time on June 21, 2012, as specified in the Schedule of Events. **FAX or e-mail submissions are not acceptable.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Toni Buxton
DCFS Foster Care and Transitioning Youth Programs
P.O. Box 3318
Baton Rouge, LA 70821

For courier delivery, the street address is

627 N. 4th Street, Rm. 3-223
Baton Rouge, LA 70802
Telephone (225)342-4006

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

The State requires one original proposal and requests **four (4) additional printed copies and two (2) copies on Compact Disc (CD)** of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

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

5 PROPOSAL CONTENT

5.1 Executive Summary

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

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

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited. The proposer shall provide a copy of its current Louisiana license as a child placing agency.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or with corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. Proposers should describe their community partners who will assist them in providing services.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

5.4 Approach and Methodology

Proposer should indicate their understanding of the nature of the project and how their proposal will best meet the needs of DCFS.

Proposer should clearly outline their program of services while also demonstrating how the program will achieve expected outcomes for youth participating in the program.

Proposer should define their functional approach in providing the services and in identifying the tasks necessary to meet requirements. Proposer should outline experiential learning opportunities which will be provided to develop youth skills.

Proposer should describe the approach to Project Management and Quality Assurance.

Proposer should provide a method for assessing youth and providing youth and case manager a baseline measurement of youth level of functioning as well as quarterly reassessment and updates regarding youth progress.

Proposer should have a plan for weekly documentation of internal monitoring of youth progress in the program.

Proposer should provide a proposed Project Work Plan reflecting the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

Proposer should provide information regarding the proposed living spaces for youth, including the physical address, square footage, and amenities that are included in each space. Photos may be provided.

5.5 Cost Information

The Proposer shall provide a yearly budget for each year of the contract (inclusive of travel and all project expenses) to provide all services required in the RFP, with the understanding that payments will be made utilizing the per diem stated herein. Proposers must describe a budget for how they will operate the program based on the number of children present within the program each day. DCFS can't guarantee program participation, or provide payment beyond the per diem.

For information purposes, the proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable) and how these will be allocated utilizing the outlined per diem.

Note: The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) expected to be covered by the per diem from the DCFS. Travel required by the department to achieve the youth's case/service plan goals and other allowable expenses shall only be reimbursed at rates that are in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49.

The proposer is expected to provide a realistic plan for achieving the program goals utilizing the per diem amounts stated herein, and describing the proposer's plan for maintaining the capacity to offer the program during times when the program may not have full capacity client participation.

6. EVALUATION AND SELECTION

6.1 Evaluation Team

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.

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION

6.5 Evaluation and Review

Proposals passing 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.

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

Criteria	Maximum Score
Approach and Methodology	55
Corporate Background and Experience	25
Staff Qualifications	25
Range of Services	15
Service Area	10
Cost	50
Veteran and Hudson Initiatives	20
Total Score	200

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the proposer with the highest score. Based on the proposals submitted and the determination of the capacity of the Proposer to most effectively serve the youth, DCFS reserves the right to award one statewide or multiple region specific, multi-regional, partial regional, parish or even combination contract(s).

Approach and Methodology will be scored based on:

- the creativity evidenced in the proposal for outreach and service to the youth

- the research based description of the client population and how the planned approach can promote goal achievement for youth
- thoroughness of methods for implementing services and facilitating youth skill development
- description of proposed learning modalities
- realistic capacity of proposing organization to achieve plan
- clarity of proposal
- quality and appropriateness of proposed living spaces

Experience will be scored based on:

- proposing organization history of contract performance with DCFS or other similar state agency
- demonstrated expertise of proposing organization and/or designated staff for fulfillment of the program in preparing youth for adulthood
- positive references regarding organization's capacity to provide program deliverables
- community partnerships and potential to enhance service delivery

Staff Qualifications will be scored based on:

- staff experience in working with youth
- references regarding staff ability to positively influence youth life skills development
- appropriate number of staff to be assigned to care of youth

Range of Services will be scored based on:

- range of service array
- applicability of services to achieving youth life skill development
- description and availability of supporting community resources
- plan for youth involvement in developing and improving service array

Service Area will be scored based on:

- serving an area of the state with a significant number of youth exiting foster care or serving an area with limited resources for youth entering adulthood without connections and supports
- accessibility to other community service organizations
- nearness to institutions of post-secondary vocational and/or educational training and development

Costs will be scored based on:

- reasonableness of the budget items to the services that will be provided, such as percent of budget being paid to salaries versus the percent paid for utilities, transportation, housing, etc.
- plan for maintaining level of care and service to youth participants, with a continuously fluctuating number of program participants
- structure for managing per diem, per child to insure appropriate funds are disbursed to youth and services provided

Veterans and Hudson Initiatives will be scored based on:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurs to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.6 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for the final contract. Unsuccessful proposers will be notified in writing accordingly. The proposals received (except for information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum with list of criteria used along with the weight assigned each criteria, scores of each proposal considered along with overall scores of each proposal considered, 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 days after the award has been announced by the agency. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7. SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

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

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

7.2 Billing and Payment

Billing and payment terms shall be on a per diem basis.

7.3 Confidentiality

All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available

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

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

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

Date: _____ Contact Name: _____
E-mail Address: _____
Facsimile Number: () _____
US Mail Address: _____

Proposer certifies the above information is true and grants 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 certifies: the information contained in its response to this RFP is accurate; Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein; and Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

Proposer's quote is valid for at least 90 days from the date of proposal's signature below. Proposer understands if selected as the successful Proposer, he/she will have 5 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Proposer certifies, 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 www.epls.gov .)

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT II: SAMPLE CONTRACT

DSS-CF-1
Rev. 02/2011

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

FOR
 Personal Professional Consulting Social Services Interagency

1) Provider/Contractor:	5) Fed. Employee Tax ID or SS #:
2) Address:	6) Parish(es) Served:
3) City State Zip Code	(Contracts with individuals)
4) Remit-To-Address (if different)	7) License or Certificate #:
	(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. If cost reimbursement, reference Budget. (Attach as Exhibit B, if applicable)

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

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

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 (Name of State Assigned Contract Monitor and Title)

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.

Confidentiality

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

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 \$500,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of OMB Circular A-133, Revised June 27, 2003, and Audits of States, Local Governments, and Non-Profit Organizations. 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 Section __.220 of OMB Circular A-133.
- (2) Any subrecipient contractor who expends less than \$500,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- (3) Any subrecipient contractor who expends less than \$500,000 in federal funds from all sources and is

not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.

(4) Any subrecipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 134.

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 Social 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 _____ (tax ID #)

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, all records, reports, worksheets or any other materials related to this contract shall become property of the state.

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.

Debarment Certification for Subcontractors

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions*

1. The subcontractor certifies, by submission of this subcontract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this proposal.

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 \$20,000.00 the Director of the Office of Contractual Review, 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 R.S. 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.

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 \$20,000, the Director of the Office of Contractual Review, Division of Administration, in accordance with R.S. 39:1502. 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 subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Termination for Cause

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

Termination for Convenience

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

Controversies

Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to R.S. 39:1524-1526.

Force Majeure

The Contractor of 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 L.R.S. 39:1498-1526; 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-Kick) 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 Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

Order of Precedence

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

Entire Agreement

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

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.

