REQUEST FOR PROPOSALS

For
CHAFEE FOSTER CARE INDEPENDENCE PROGRAM

For
Department of Children and Family Services

Date: May 25, 2012

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1. GENERAL INFORMATION

1.1 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 education and training of youth transitioning from foster care into adulthood and self-sufficiency through the development of an independent living skills program. The goal of the program shall be to serve youth ages 14 to 21 in preparing for independence or having recently aged out of foster care to aid these youth in skill development and/or provide the youth supportive services in successfully functioning as the youth transition into adulthood and assume personal responsibility for their daily care.

All programs shall have a clear program philosophy, be strengths-based in approach, and promote youth independence. The Contractor will support the youth's service plan with DCFS. All services shall be offered within the geographic area most convenient to meet the needs of each individual youth. Services shall be consistent with the youth's needs and choices for transitioning to adulthood.

It is essential that the Contractor shall be connected with local community partners, including family-run and faith-based organizations, federal tribes and youth support groups to ensure continuity of services and appropriate supports as the youth 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 LaSalle
Baton Rouge	East Baton Rouge, West Baton Rouge, Iberville, East Feliciana, West Feliciana, and Pointe Coupee

Covington	Livingston, St. Helena, St. Tammany, Tangipahoa, and Washington
Greater New Orleans	Orleans, Jefferson, Plaquemines and St. Bernard
Lafayette	Lafayette, Iberia, St. Martin, St. Landry, St. Mary, Acadia, Vermilion, and Evangeline
Lake Charles	Calcasieu, Beauregard, Allen, Cameron, and Jefferson Davis
Monroe	Caldwell, East Carroll, Franklin, Lincoln, Madison, Morehouse, Ouachita, Richland, Tensas, Union, and West Carroll
Shreveport	Bienville, Claiborne, Jackson, Red River, Caddo, DeSoto, Webster, Bossier, Sabine, and Natchitoches
Thibodaux	Lafourche, Terrebonne, St. Charles, St. James, Assumption, St. John the Baptist, and Ascension.

DCFS provides placement and daily care to children from birth through 17 in the custody of Louisiana as a result of abuse and/or neglect. Placement and care are provided through a range of caregiving settings based on the unique care needs and best interests of each individual child. As youth enter adolescence and begin that unique period of development, the department is responsible for preparing the youth to successfully manage the transition from dependency to independent functioning as a young adult. Services to support this transition may be initiated as early as age 14 but are required by age 16. Service provision and skill development require the collaboration of youth, parents, agency staff, foster caregivers, youth advocates and private providers. Youth aging out of state custody at 18 are given the option of joining the Young Adult Program to receive ongoing support and placement services while completing educational and/or vocational training programs.

The Louisiana DCFS solicits proposals from qualified Proposers for the provision of independent living skills services for the Louisiana Independent Living Program pursuant to the Foster Care Independence Act of 1999, Public Law 106-169.

The Louisiana DCFS has been the state recipient and administrator of funding received from the John H. Chafee Foster Care Independence Program since 1999 for use in establishing an Independent Living Skills Program in compliance with federal funding regulations. The program is to provide services to youth in the foster care, the juvenile justice system and the federal tribes, ages 14 through 21. Between the end of April 2012 and the end of May 2012, DCFS will have approximately 50 youth in foster care who will reach the ages 14 to 16. An additional 46 youth will reach ages 16 to 18 by the end of June 2012, and an additional 66 youth will reach ages 16 to 18 by the end of July 2012. That is a total of 162 youth within 3 months. All of these youth are within the age range to be eligible to begin receiving independent living services. Each month, additional youth will age into the eligible population. For each region, the number of

youth aging into the eligible population within the aforementioned three month period will be: Orleans - 16; Baton Rouge - 4; Covington - 35; Thibodaux - 12; Lafayette - 22; Lake Charles - 10; Alexandria - 17; Shreveport - 23; and, Monroe - 23.

The broad purposes of these funds are:

1. To identify youth likely to remain in foster care until 18 years of age and to help these youth make the transition to self-sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, budgeting and financial management skills, substance abuse prevention, and preventive health activities;

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

3. To help children who are likely to remain in foster care until 18 years of age prepare for and enter post-secondary training and educational institutions;

4. To provide personal and emotional support to children aging out of foster care, through the use of mentors to promote interaction with dedicated adults;

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

1.3 Scope of Services

The contractor shall assist in providing Independent Living Skills to youth 14-21 years of age. Services provided by the Contractor shall assist youth in the transition to self-sufficiency; provide education and training necessary to obtain employment; preparation for and entry into postsecondary training and educational institutions; and, personal and emotional growth and support.

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

- Services to young adults 18-21 years for financial, housing, counseling, employment, education and other support and services.
- Services to youth 14-17 years of age transitioning from state custody to independent living status to develop the capacity to live independently successfully;
- Services to youth 14-15 years of age with a minimum of ten (10) hours skills training focused on developing an understanding of the expectations of young

adults in becoming responsible for their own care, social skills and improving educational performance;

- Services to youth and young adults 16-21 years of age, to provide a minimum of thirty-two (32) hours of skills training including both on and off site experiential opportunities for youth to practice the skills they are learning as well as classroom instruction; and,
- Services to all age groups to include homework assignments to practice skills independently and provide for feedback from skills trainers.

Required Services to be Provided

The Contractor shall provide the following services.

- Casey Life Skills Assessment will be used as a pre and post assessment; this shall apply to all youth;
- Support to DCFS, OJJ, and tribal case managers and foster caregivers in understanding the Ansell-Casey Assessment results and how to use in case planning with the youth
- Orientation and training to caregivers, DCFS and OJJ case managers and federal tribes, a minimum of annually, relative to the specific services and regional provider for the contracted Independent Living Skills Program; this shall apply to all youth
- The curriculum shall be made available with due notice given to accommodate all DCFS, OJJ, and tribal caregivers and caseworkers;
- Experiential, "in vivo" or "hands on" skill-based training to assess and augment the life skills the young person is acquiring through practice in real life situations, and support in maintaining essential life skills knowledge development;
- Support to former foster youth of DCFS, OJJ and members of federally recognized tribes contacting the Contractor for assistance;
- Short-term therapeutic interventions and individual follow-up;
- Advocacy to assist youth with coordination and linkage with community services; knowledge and understanding of available programs and community resources is a requirement;
- Provision of services within the youth's geographical area with a requirement services be delivered no more than 45 miles from the address or location of the youth;
- Outreach and in-home support and services to youth who are unable to attend classes due to illness or disability;
- Services shall be arranged and delivered in a manner that does not conflict with youths' academic and extra-curricular activities;
- Database capacity for maintaining service information for each youth and to report data on follow-up contacts;
- Capacity to expand database to adhere to state and federal regulations if further information requirements are announced;
- Quarterly performance and budgetary reports to DCFS contract monitors;

- Service Planning Participation
    i. Contractor shall participate in DCFS case planning with the youth regarding independent living and educational/vocational goals and necessary actions to achieve the plan, including participation in development of the Youth Transition Plan
    ii. Contractor 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 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 DCFS or OJJ caseworkers and the youth's caregivers when appropriate, and by community service providers.
        - Contractor shall maintain an individual case record which includes assessments, 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.
            a. All information contained in the youth's record shall be considered privileged and confidential.
            b. Access to the youth's record shall be limited to department personnel (DCFS or OJJ) and the youth unless prior written authorization is obtained from the department.
    iii. The following are the types of supportive and educational services that the Contractor shall provide through the program and addressed in the youth's plan (list is not all inclusive):
        - Housing (maintenance of a dwelling and guidance regarding the selection/application for housing, including information on utility setup);
        - Home management (education and assistance with shopping, food preparation, cooking, cleaning, and laundry);
        - Educational and vocational training support (application, securing financial aid, acquiring appropriate supports such as tutoring, transportation to attend, planning for study time and homework completion, obtaining supplies, etc.);
        - Employment (assessment, search/seeking, resume' preparation, professional behavior and attire, job interview skills, work ethic, rights and responsibilities);
        - Personal/Social relationship skills;
        - Health care education (daily personal hygiene, psychosocial and medical planning for identified health issues, 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
- Recreational activity planning and support in developing hobbies for leisure time;
- Communication skills development and training (oral, written, texting, email, social networks, etc.) to include an understanding of how communication can impact self and others in multiple realms of life both positively and negatively
- Sexual development, responsibility and family planning alternatives, to include sensitivity and support in understanding, accepting and coping with any sexual identity issues;
- Self advocacy, self esteem, and self discipline training;
- Problem-solving/critical thinking skills training
- Crisis strategies to handle emergency situations (disaster preparedness such as hurricane preparedness, sudden onset of physical health symptoms, loss of job, death in family, etc.)

iv. Youth Board

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

v. Expenditure Records

- Contractor shall maintain accurate records of all program expenditures and funding sources.

vi. Youth Outreach

- Contractor shall assist department in completion of National Youth in Transition Database (NYTD) surveys for previous and current youth program participants
- Contractor shall organize a minimum of one annual NYTD reunion event
- Contractor shall participate in development and provision of other annual, collaborative, statewide and/or regional

conferences, meetings and/or activities for youth socialization and independent living skill development

1.3.1 Key Personnel

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

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

- Contractor's staff must include at least one person with a degree in Social Work (Master's Degree is considered preferable; Bachelor's Degree will be acceptable)
- All staff must have experience with the population (14-21 years)
- All staff must have demonstrated experience providing independent living skills
- At least one staff member should have some familiarity with federal funding, accounting and monitoring principles
- All staff must have training in Casey Life Skills Assessment or obtain training within 30 days of notification of award of the approved contract

It is highly recommended that the Contractor employ foster care alumni as paid co-teachers for some of the independent living classes.

1.3.2 Contractor's Goals for the Program

Four overriding goals shall guide the provision of the Contractor's services:

1. To provide foster youth with hands-on opportunities to develop independent living skills

Expected Outcome: Youth will have improved scores on the Casey Life Skills Assessment Post-Test after completion of skills development exercises.

2. To reach the greatest number of youth between the ages of 14-17 who are eligible for Independent Living Skills and provide these youth with knowledge and skills to continue developing self-sufficiency and independence; this shall include foster care youth in the custody of DCFS, OJJ and federally recognized tribes, as well as any youth in the custody of the child welfare, juvenile justice or federally recognized tribes of any other state but currently residing in Louisiana.

Expected Outcome: Contractor will serve at least 25% of all youth 14-17 in DCFS, OJJ and tribal custody the first year of the contract with at least a 5% growth in the number of youth served annually thereafter.

3. To provide appropriate support and services and ongoing skills development as needed to former foster youth recipients between eighteen (18) and twenty-one (21) years of age to complement their own efforts to achieve self-sufficiency

Expected Outcome: Contractor will maintain a list of all youth between ages 18-21 years contacting them for ongoing support and services with documentation of specific assistance requested and resources provided quarterly.

4. To develop, enhance and/or increase the level of accountability and program efficiency in the state for the provision and outcomes of Independent Living Skills.

Expected Outcome: Contractors of Independent Living Services will maximize efficiency and have capacity to report on outcomes for youth served in the programs.

1.3.3 **Contract Deliverables**

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

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

Contractor shall submit monthly fiscal forms.

Contractor shall acquire and provide to DCFS a yearly independent audit

Contractor shall request budget revisions or contract amendments as needed.

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

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 4:30 PM CST on June 5, 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.dcfs.la.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 communication from any other individual is not binding to the State.

2.4 Definitions

Shall- the term "shall" denotes mandatory requirements

Must, Will- the terms "must" and "will" denote mandatory requirements.

May, Can- the terms "may" and "can" denote an advisory or permissible action.

Should- the term "should" denotes desirable.

2.5 Schedule of Events

Event	Date
Advertise RFP and mail public announcements	May 25, 2012
Pre-proposal Conference (if applicable)	N/A
Deadline for receipt of written inquiries	June 5, 2012
Issue responses to written inquiries	June 12, 2012
Deadline for receipt of proposals	June 22, 2012
Announce award of contractor selection	June 29, 2012
Contract execution	TBD

- Evaluation of proposals will occur within the period from June 22, 2012 through June 29, 2012. Approval of selected vendor(s) will be secured from Deputy Secretary and Undersecretary. Notice of Intent/Regret letters to be sent out by June 29, 2012. (estimated date).

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

3. PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

It is desirable that Proposers meet the following qualifications:

a. Experience in working with youth ages 14 to 21
b. Demonstrated knowledge and expertise in providing experiential learning activities related to the transition of youth to adulthood and independent living skills

3.2 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 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.

3.2.1 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.

3.2.2 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 entrepreneurships 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 entrepreneurships 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 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 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.

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

3.4 Waiver of Administrative Information

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

3.5 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.

3.6 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.

3.7 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 minor corrections or amendments due to 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 mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:30 PM Central Daylight Time on May 29, 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 and the telephone number is (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 requests 5 copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one 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 Contracts, 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. 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 fully address their ability to meet or exceed the desirable qualifications described in Section 3.1.

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.

Resumes, job descriptions and qualifications and experience of the staff should be included in the proposer's response. The Proposer should document in the proposal that the key personnel meet or exceed staff requirements as described in Section 1.3.1. The Proposer should address his ability to employ foster care alumni as co-teachers.

5.4 Approach and Methodology

The Proposer should include the following information in the proposal.

1. Proposer's understanding of the nature of the project and how their proposal will best meet the needs and goals of DCFS. (See Section 1.3.2 for Four Goals of the program.)
2. Proposer should define their functional approach in providing the services. Each proposal should outline a variety of services including but not limited to independent living skills with an experiential approach, Casey Life Skills Assessment, mentoring, and counseling.
3. Proposer should define their functional approach in identifying the tasks necessary to meet requirements.
4. Proposer should describe the approach to Project Management and Quality Assurance.
5. Proposer should provide a proposed Project Work Plan reflecting the approach and methodology, curricula, tasks and services to be performed, deliverables, timetables, and staffing.
6. Proposer should describe the process of collaboration between the community and youth developed in the best interest of the youth with the youth's input.

5.5 Cost

The Proposer must prepare a budget for each year of the 3 year contract as well as an overall 3-year budget to demonstrate how they will deliver the services outlined in the RFP. The budget must reasonably demonstrate capacity to serve the youth within the geographical area served annually. Proposers must also explain here how they will provide the requirement for a 20% match to meet the overall cost of providing the contracted services. The Proposer should use Attachment IV and Attachment V to provide budget information and should make additional photocopies of these forms as necessary.

6. EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team of no less than three individuals, to be designated by the state, which will determine the proposal(s) most advantageous to the state, taking into consideration costs and the other evaluation factors set forth in the RFP. It is anticipated more than one proposal will be accepted and separate contracts developed to fully serve the whole state.

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

Criteria	**Maximum Score**
A. Experience and Capability of Organization	10 Points
B. Personnel	10 Points
C. Cost (Budget)	30 Points
D. Preparation Classes for Participant Independence	30 Points
(D-1. Curricula)	(10/30 Points)
(D-2. Accessibility)	(10/30 Points)
(D-3. Support and Demonstration of Learning)	(10/30 Points)
E. Program Marketing Plan	10 Points
F. Youth Outreach Plan	10 Points
G. Extra Services	5 Points
H. Hudson/Veteran Small Entrepreneurship Program	15 Points
Total Score	120 Points

Based on the proposals submitted and the determination of the capacity of the Proposer(s) 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).
The Evaluation team will evaluate the following criteria.

A. Experience and Capability of Organization (10 points)

This component will measure whether the proposer is capable of performing the project requirements. The following factors will be assessed:

- Proposer's experience with adolescents and young adults
- Proposer's experience with providing independent life skills
- List of all similar projects, including references with names and phone numbers of contact persons.

B. Personnel (10 points)

- Knowledge and experience of staff in the scope of services required in the RFP.
- Inclusion of resumes on key personnel.
- Identification of a Lead Staff Contact, including qualifications and experience of the Lead Staff Contact.
- It is highly desirable for proposers to maintain office presence in Louisiana. The proposer is encouraged to indicate compliance with this preference in this section of the proposal.
- Knowledge of and qualifications for performing the required activities.
- Knowledge of and experience dealing with entities providing public-funded, social services.

C. Costs/Budget (30 points)

- Reasonable for proposed service delivery as compared to budgets of other proposers for the 3-year contract

- Inclusion of the 20 percent (20%) match

- Focused primarily on direct service expenditures rather than administrative costs

- Clearly delineated in relation to separation of costs for agencies with multiple programs sharing resources

- Defined monitoring method to insure adherence to proposed budget

D. Preparation Classes for Participant Independence (30 points)

- **Curriculum (10 points)**
  - Details regarding experiential learning opportunities
  - Proposed annual schedule for delivery of the independent living training (The state recognizes the need for flexibility in scheduling of classes due to unexpected circumstances that could change class schedules)
  - Examples of exercises, teaching points and outcome measures for each section of the proposed schedule
  - Plan for working with special needs youth

- **Accessibility (10 points)**
  Description of the schedule and how classes will be made available at times and locations throughout the service area to insure referred youth can attend

- **Support and Demonstration of Learning (10 points)**
  Method and means by which opportunities will be provided to and encouraged for the youth to practice and demonstrate independent living skills at home with the support of caregivers and caseworkers. Examples of homework assignments and expected evidence of completion from the youth.

E. Program Marketing Plan (10 points)

- Plan for outreach efforts with DCFS, OJJ, and tribal leadership in the geographical area served to encourage youth participation and educate on program benefits for youth
- Process to be used to annually train DCFS, OJJ, and tribal case managers, caregivers of youth and youth in the custody of DCFS, OJJ or the tribes on the independent living skills program and available services.

F. Youth Outreach Plan (10 points)

- Description of process for encouraging and managing youth completion of NYTD surveys
- Details regarding annual regional NYTD activity
- Plans for collaboration on other youth activities to promote youth socialization and independent living skill development

G. Extra Services (5 points)

- Description of the services beyond those required by the RFP which will be provided to the youth at no cost to the contract

H. Hudson/Veteran Small Entrepreneurship Program (15 points)

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

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the proposer(s) with the highest score(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 negotiated with the successful Proposer.

Each monthly invoice to DCFS must clearly indicate 20% matching funds in the appropriate categories for costs being claimed through DCFS, with documentation of in-kind expenditures with the value and time of occurrence.

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: _____

A. E-mail Address: _____

B. Facsimile Number: ( ) _____

C. 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 Proposer'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) 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. **If cost reimbursement, reference Budget.** (Attach as Exhibit B, if applicable)

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: ~~Program Manager A or B or designee~~
(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 _____.

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, <u>and Audits of States, Local Governments, and Non-Profit Organizations</u>. 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 <u>and who is</u> 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 <u>and is not</u> 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 <u>nongovernmental provider</u> 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. 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 $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 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 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.

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.

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.

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

_____
Type name of Contractor

_____
(If corporation, type name and title of person signing contract)

STATE OF LOUISIANA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Ruth Johnson, Secretary

_____
Richard E. Howze, Undersecretary Date

DCFS Agency

_____
Brent Villemarette, Deputy Secretary Date

Division of Programs
Office

ATTACHMENT III : Subcontractor Debarment Certification

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

1. The subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction , with for by any Federal department or agency.

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

_____

Signature Date

_____

Name and Title

Attachment IV

BUDGET JUSTIFICATION SHEET

CFCIP PROGRAM CONTRACT NAME:

_____

For the period from _____ through _____.

INSTRUCTIONS:
The Proposer should provide narrative justification below for each expenditure item and cost listed in each category in the detailed budget. Justification should clearly indicate how the items are essential to the achievement of the stated project objectives, delivery of services and the conduct of the proposed procedures. Match funds are not necessary within each category of the budget as long as match funds total 20% of the overall budget for the program.

Eligible matching funds:

1) must not be federal grant funds, unless specifically allowed by federal statute;
2) must not be used to match any other federal grant; and,
3) must be used for costs which are otherwise allowable within one of the budget categories.

Eligible matching contributions may be cash outlay or in-kind contributions. Matching in-kind expenditures must be documented as to the value and time of occurrence. Cash outlay will be counted as it is expended on qualified services. In-kind services and cash outlay for qualified services will be matched on an 80/20, state/contractor basis. Each monthly invoice to DCFS must clearly indicate 20% matching funds in the appropriate categories for costs being claimed through DCFS, with documentation of in-kind expenditures with the value and time of occurrence.

Salaries:

Fringe Benefits:

Travel:

Operating Services:

Supplies:

Professional Services:

Acquisitions:

Miscellaneous:

ATTACHMENT V

CFCIP MASTER BUDGET

CFCIP INDEPENDENT LIVING PROGRAM CONTRACT NAME: _____
SUMMARY BUDGETS FOR THE PERIOD FROM_____ THROUGH_____

Note: A total 3-year budget as well as a budget for years 1, 2,and 3 must be provided.

INSTRUCTIONS:
This form is used to show your budgeted amounts that will be used for this program during this fiscal year. There are eight major cost categories in which all expenditures will be assigned. Column E is the total cost requirement for the program and is taken from the category totals of the Column E detailed budget. Column F will show the amount of match funding and in kind services for which your program is responsible. The Column F amounts are taken from the category totals of the Column F detailed budget. Column G is the budgeted amount requested from DCFS and is also taken from the category totals of the Column G detailed budget. The total of Column E should equal the total of Columns F and G (E=F+G). The contractor is responsible for 20% match of the total required for the program.

	E	F	G
COST CATEGORIES	TOTAL REQUIRED	APPLICANT MATCH	REQUESTED FROM DCFS
1. Salaries			
2. Fringe Benefits			
3. Travel			
4. Operating Services			
5. Supplies			
6. Professional Services			
7. Acquisitions			
8. Miscellaneous			

TOTALS			

CHAFEE FOSTER CARE INDEPENDENCE PROGRAM
DETAILED BUDGET FORM, PART A

CFCIP Independent Living Program Contract Name: _____

BUDGET FOR THIS PERIOD FROM_____ THROUGH_____.

DETAILED SALARIES BUDGET

INSTRUCTIONS:
List all positions for which salaries will be paid through this contract. Use additional copies of this page if necessary. Enter in Column A, the annual (12 months of the contract period) salary for each position which will be filled for all or any part of the contract year. (This rate may not exceed by 5% the allowable salary under the Louisiana State Civil Service Schedules for a comparable position.) Enter in Column B the number of months the positions will be filled each State Fiscal Year, July 1 through June 30. Enter in Column C the factor from the chart below corresponding with the month in Column B. Enter in Column D the percent of time the incumbent will devote to the project each month during the number of months shown in Column B. Enter in Column E the total amount of the funds necessary to operate this portion of the program (A X C X D = E). Enter in Columns F and G the expected source of funding (E = F + G). Contractor must provide supporting documentation for all information described along with monthly invoices to receive reimbursement for DCFS requested funds.

FOR COLUMN C: MONTHS AND CORRESPONDING FACTORS

1 = .083	4 = .333	7 = .583	10 = .833
2 = .167	5 = .417	8 = .667	11 = .917
3 = .250	6 = .500	9 = .750	12 = 1.000

DETAILED BUDGET FOR THIS PERIOD

1. SALARIES

	A	B	C	D	E	F	G
Position Titles	Annual Salary	Number of Months Budgeted	Factor for Months Budgeted	% Employee time per month	Total Program Budget	Contractor Cash/ In-Kind Match	DCFS requested funds

			(see above)				
Category Subtotals							

CHAFEE FOSTER CARE INDEPENDENCE PROGRAM
DETAILED BUDGET FORM, PART B

CFCIP Independent Living Program Contract Name: _____

BUDGET FOR THIS PERIOD FROM_____ THROUGH_____.

INSTRUCTIONS:
List type of expenditure and cost for each category (2 - 8) in the budget. Example: under "Fringe Benefits" list each type of benefit to be offered such as paid leave, health insurance, etc., and put a value for each expenditure in Columns E, F, and G. Total each line of expenditures under each category in each column to develop the category total. (2.a. + 2.b. + 2.c. = Category Total for Category 2. Fringe Benefits). If expenditures are shared between programs of the contractor, list only the part applicable to this contract within these budget pages. Enter the total amount required for each item or type of expenditure in Column E; show the expected source of funding for this amount in Columns F and G. The Overall Budget Total is the Subtotals for Salaries added to the Category Totals for categories 2 - 8.

	Column E.	**Column F.**	**Column G.**
DETAILED BUDGET FOR THIS PERIOD	TOTAL PROGRAM BUDGET	CONTRACTOR CASH/ IN-KIND MATCH	DCFS REQUESTED FUNDS
1. SALARIES (Subtotals from Part A)			
2. FRINGE BENEFITS			
Category Total			
3. TRAVEL			
Category Total			
4. OPERATING SERVICES			
Category Total			
5. SUPPLIES			
Category Total			
6. PROFESSIONAL SERVICES			
Category Total			
7. ACQUISITIONS			
Category Total			

8. MISCELLANEOUS			
Category Total			
Overall Budget Total			