

STATE OF LOUISIANA



**Department of
Children &
Family Services**

Building a Stronger Louisiana

**REQUEST FOR PROPOSALS
FOR
SNAP QUALITY CONTROL REVIEW**

RFP #: 3000005442

PROPOSAL DUE DATE/TIME:

MAY 31, 2016

3:00PM CDT

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Department of Children and Family Services (herein referred to as the State) for the purpose of soliciting proposals from qualified individuals or firms interested in developing and operating a Supplemental Nutrition Assistance Program (SNAP) Quality Control Review Project for the entire State of Louisiana.

The Louisiana Department of Children and Family Services (DCFS) seeks a qualified proposer to review and analyze the current Quality Control (QC) review process for active SNAP cases, Case and Procedural Error Rate (CAPER) SNAP cases and to evaluate the current QC training curriculum. In addition, the selected proposer will be required to develop a new review process and training curriculum to improve accuracy in the Quality Control review of SNAP cases to reduce errors and to maintain an error rate below the national average. The proposed review process must be in compliance with all Federal regulations and guidelines for SNAP QC reviews. The selected proposer will also be expected to assist and provide guidance to the Agency during arbitration regarding cases with the Federal Nutrition Service (FNS). A more complete description of the services sought for the SNAP Quality Control Review Assessment/Training project is provided in ATTACHMENT I, Scope of SERVICES. Proposals submitted in response to this Request for Proposals must comply with the instructions and procedures contained herein.

1.2 Background

Quality Control (QC) is a unit in the Economic Stability Programs Section within the Department of Children and Family Services (DCFS). QC conducts federally mandated reviews in the Supplemental Nutrition Assistance Program (SNAP) to determine whether benefits were authorized accurately and payments made properly.

Food and Nutrition Service (FNS) levies fiscal sanctions upon all states producing error rates in excess of acceptable tolerances (\$38.00). The official state payment error rate will be determined as prescribed by FNS from state Quality Control reported data and Federal re-review findings. The USDA-FNS Supplemental Nutrition Assistance Program provides performance incentives and award bonuses to states that can successfully lower their error rates under the established tolerance. FNS Quality Control Reviewers conduct re-reviews of a sub-sample of state reviewed cases. These Reviewers may contact local agencies, clients, and other persons throughout the state.

Louisiana's Payment Error Rate (active cases), Case and Procedural Error Rate (CAPER-denied or closed cases), and Timeliness Rate have fluctuated greatly throughout the years. Poor standing in state ranking has led to sanctions and financial penalties, forcing Louisiana to invest program funds in support of performance improvement initiatives. This investment has resulted in a marked improvement, leading the State to believe that continued improvements in Louisiana policy and QC process may allow Louisiana to compete for high performance bonus funds and avoid fiscal sanctions, as the State continues to increase its payment accuracy in the SNAP.

1.3 Scope of Services

Attachment I detail the scope of services and outcomes/deliverables that the State will require of the Contractor.

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, 2016 and to continue through June 30, 2017. The State has the option to contract for up to 2 additional 12 month periods upon approval. The extension(s) shall be with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of the contract be for a period of more than 36 months.

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.

Amy Dupuy, Economic Stability Program Consultant

627 N. 4th Street, Room 5-311

Baton Rouge, LA 70802

Email – Amy.Dupuy.DCFS@la.gov

Fax – 225-342-2536

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00 p.m. Central Standard Time (CST) on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by _____ at <http://www.dcfs.la.gov/> and <http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

Only Amy Dupuy 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

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

DCFS – Department of Children and Family Services

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

DOA – Division of Administration

OSP – Office of State Procurement

RFP – Request for Proposal

CAPER – Case and Procedural Error Rate

Can – The term “can” denotes an advisory or permissible action.

Contractor – The proposer awarded the Contract as a result of this RFP.

Could – The term “could” denotes an advisory or permissible action.

May – The term “may” denotes an advisory or permissible action.

Must – The term “must” denotes a mandatory action or requirement.

Proposal – The formal written response to this document.

Should – The term “should” denotes an advisory action and is not mandatory.

Shall – The term “shall” denotes mandatory requirements.

Will – The term “will” denotes a mandatory action or requirement.

2.5 Schedule of Events

| <u>Event</u> | <u>Date</u> |
|---|--------------------|
| Advertise RFP and mail public announcements | April 25, 2016 |
| Deadline for receipt of written inquiries | May 16, 2016 |
| Issue responses to written inquiries | May 20, 2016 |
| Deadline for receipt of proposals | May 31, 2016 |
| Announce award of contractor selection | June 8, 2016 |
| Contract execution | July 1, 2016 |

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 for proposers to have the following experience:

1. Successful implementation of a Supplemental Nutrition Assistance Program payment accuracy improvement strategy prior to the deadline for submission of the proposal. Proposer must provide the name of agencies served with dates of duration of contract in the proposal. Successful implementation is evidenced by being competitive nationally among other states for performance based funding from FNS.
2. Three to five (3-5) years' experience consulting Quality Control improvement initiatives prior to the deadline for the submission of the proposal.

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 that the selected proposer:

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

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

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, 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.

3.3 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. It is the responsibility of the proposer to check the website at <http://www.dcfs.la.gov/> or <http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm> for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

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

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, 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 shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

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

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 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 contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected proposer shall become part of any contract initiated by the State.

The selected proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 30 (thirty) calendar days of the award of the contract or if the selected proposer fails to sign the final contract within 7 (seven) business days of delivery of the final contract, 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 that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4 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 4:00 p.m. CST on the date 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:

Department of Children and Family Services

Amy Dupuy, Economic Stability Program Consultant – Room 5-311

Post Office Box 94065,

Baton Rouge, LA 70804-9065

For courier delivery, the street address is 627 North 4th Street, Baton Rouge, Louisiana 70802 and the telephone number is (225) 342-3986. It is solely the responsibility of each proposer to ensure that 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 proposer should submit the completed cover page (Attachment VI) and one original proposal and should submit four copies of the proposal 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. The original copy should be clearly marked or differentiated from the other copies of the proposals with the words "signed original". A certified copy of a board resolution granting such authority must be submitted together with the Proposal if proposer is a corporation. (See sample Board Resolution, Attachment VII.) The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas. The Technical Proposal and Cost Proposal should be separate or in a form that can be easily separated.

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 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment II.

5 PROPOSAL CONTENT

Proposer should conform to all instructions, conditions and requirements included in the Request for Proposal. Proposers should examine all documentation and other requirements. Failure to provide requested information needed for evaluation of the proposal may result in the reduction of points awarded.

In conjunction with other requirements outlined, the following additional requirements are to be made part of any proposal submitted. The Contractor should include written policies as to how their organization will address personnel-related issues. The policies should include guidance on how the following issues will be addressed; however, the Contractor is not required to limit their policies to the following topics. The Contractor should have written policies regarding substance abuse and domestic violence which will be applied to the contractor's staff and any contractor's staff. The policy should reflect how staff referrals are made to the appropriate agency and how the Contractor will work with that agency to ensure that appropriate services are provided.

All pages of each proposal should be consecutively numbered from beginning to end.

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

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 that the proposal is valid for a time period of at least 90 (ninety) calendar days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

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

The Summary should contain a brief description of the services the proposer's organization will provide.

5.2 Approach and Methodology

The proposal should:

- Describe the approach or tasks used to determine SNAP payment accuracy and what will be done to meet the goal of this RFP. Identify the short term/long-term goals and measurable objectives of the program, and a system to document and track progress towards meeting program goals and objectives and a precise statement of the outcomes of the services.
- Detail how the project will be accomplished, including schedules, deliverables, quality assurance, reporting, and use of key personnel.
- Describe how the use of qualified subcontractors will be determined and used to meet the stated goals, objectives and requirements of proposed service delivery (if applicable).
- Detail how subcontractors will be monitored to ensure terms of subcontracts are being met, if applicable.
- Describe linkages or partnerships that will accomplish service goals.
- Include year-end goals and outcomes as defined in ATTACHMENT I, Scope of Work.
- Describe any other organizational or administrative aspects of proposer organization that you believe will have a positive impact on the provision of services.
- Provide evidence of capacity to plan and implement a sound project within the contract timeframe.

5.3 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 desired qualifications and recent experience with providing SNAP Quality Control Review on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. Proposers should demonstrate an understanding of SNAP/Quality Control goals and guidelines.

The proposal should:

- Describe the professional qualifications of the organization or entity;
- Provide history of the organization's experience both in SNAP Quality Control review service delivery within the past three years, and provide specific information on the impact and outcomes on similar services delivered by proposer. Background information should include specific information on the impact and outcomes on similar services delivered by proposer, namely payment accuracy high performance bonus and error rate improvement information;
- Provide an overview of program results if the organization was previously awarded a SNAP- funded contract;
- Provide specific information on the impact and outcomes on similar services delivered by proposer; and
- Include the name and contact information for two references who can attest to the proposer's ability to perform the services outlined in the RFP (excluding DCFS personnel).

5.4 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.

The proposal should:

- Demonstrate ability to attract and retain excellent staff with a background appropriate to the services offered,
- A project director should be appointed for the proposed project, and a full resume', detailing the director's qualifications and experience, should be included in the proposal, and
- Provide resumes and job descriptions of the staff that will oversee administrative, budget, and financial duties as well as program staff for service delivery of services. If

position(s) is currently vacant within proposer's organization, provide detailed job descriptions for the position(s).

- In conjunction with other requirements outlined, the following additional requirements are to be made part of any proposal submitted. The Contractor should include written policies as to how their organization will address personnel-related issues. The policies should include guidance on how the following issues will be addressed; however, the Contractor is not required to limit their policies to the following topics. The Contractor should have written policies regarding substance abuse and domestic violence which will be applied to the contractor's staff and any contractor's staff. The policy should reflect how staff referrals are made to the appropriate agency and how the Contractor will work with that agency to ensure that appropriate services are provided.

5.5 Cost Information

The proposer shall submit a total cost for providing all services statewide as described in the RFP for the time period of July 1, 2016 through June30, 2017. This cost shall remain firm for the initial term of the contract as well as any renewal terms that may follow.

The proposer shall provide an all-inclusive price for each of the deliverables listed on Attachment VIII -- Cost Sheet.

Allocation Plan

Not applicable for this solicitation.

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 that are 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 that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The committee consisting of DCFS personnel and/or other qualified professionals will recommend for selection the proposal which most closely meets the requirements of the RFP and the needs of the State and which receives the highest scores. The final decision will be made by the Secretary or Undersecretary of DCFS. The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

The State reserves the right to award without discussion based on initial proposals received.

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

| CRITERIA | MAXIMUM SCORE |
|--|----------------------|
| 1. Approach and Methodology | 35 |
| 2. Corporate Background and Experience | 25 |
| 3. Proposed Project Staff | 15 |
| 4. Cost | 25 |
| TOTAL SCORE | 100 * |

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

6.5.1 Evaluation of Cost

For evaluation purposes, total cost shall be determined by evaluation of the sums provided on the cost sheet attached as Attachment VIII.

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

$$BCS = (LPC/PC \times 25)$$

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

6.6 Announcement of Contractor

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum with list of criteria used and the weight assigned each criteria; scores of each proposal considered with the 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 (fourteen) calendar 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 State Procurement

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 that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

The funds awarded through this contract are not grant funds, they are contracted services. Contractors will receive payment for services rendered and submittal of appropriate documentation.

Costs for providing services will be paid per deliverable according to a fee schedule. Contractor will bill monthly for services rendered. The invoice shall itemize the quantities of units from the fee schedule provided in the previous month. Verification of expenditures must accompany the monthly bill for payment. No travel expenses shall be reimbursed.

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 DCFS.

ATTACHMENT I: SCOPE OF SERVICES

1 Project Overview

The contractor shall review and analyze the current Quality Control (QC) review process for active and CAPER SNAP cases. The contractor shall provide on-going support for the Department's Quality Control case review efforts and on-going consultation with the Department's Policy staff. The contractor will closely partner with the Department to improve (and maintain) the payment accuracy rate and assist in maintaining the Department's status as a high performing state. In addition, the contractor shall develop a review process and training curriculum for the Department to continuously improve and maintain accuracy in the Quality Control review of SNAP cases, thereby significantly reducing errors and producing and maintaining a higher payment accuracy rate. The contractor's process must be in compliance with all Federal regulations and guidelines for SNAP QC reviews.

2 Objectives of the Project

The contract shall assist DCFS in achieving, continuously improving, and maintaining the SNAP payment accuracy rate with the goal of maximizing federal bonus revenue and avoiding federal financial sanctions. The contractor shall:

- Fully train Quality Control staff, up to 35 people, at the DCFS Iberville State Office building in Baton Rouge, LA, achieve the highest accuracy possible;
- Ensure compliance with FNS 310 Handbook for each review without stepping outside its boundaries;
- Ensure that SNAP policy is applied to all potential errors within the bounds of state and federal regulations.

The contractor will assess SNAP QC policy to ensure that implemented policies will strengthen the state's position when competing with other states for FNS bonus money. Policies can be found on-line at www.dcfslouisiana.gov. Any policies that are found to create unnecessary errors must be identified and accompanied by recommended changes to those policies that will eliminate errors.

3 Tasks and Services/ Deliverables

The Contractor's shall address the SNAP goal, which is to develop a review process and training curriculum that will improve accuracy in the Quality Control review of SNAP cases to reduce errors and maintain an error rate below the national average with the goal of maximizing federal bonus revenue and avoiding federal financial sanctions.

Contractor Staff, Roles, and Responsibilities:

The contractor will agree to provide the following deliverables:

1. A conference call to be held bi-weekly with the QC team: Bi-weekly, SNAP QC and Policy Staff will participate in a conference call, discussing potential error cases. The Contractor will facilitate this meeting and provide position statement narratives prior to the conference calls. These narratives form the basis for discussion points during the call;

2. Review each potential error case, which will be approximately 2-3 positive cases and 15-20 negative (CAPER) cases per month, and provide recommendations regarding opportunities to lessen any potential error, if possible. There are approximately 373,000 active SNAP cases, and QC reviews a random sample of 1020 positive and 788 CAPER (negative) cases each Federal Fiscal Year. Although the numbers sampled will not change from year to year, the number of cases to be reviewed by the contractor will change. Contractor will also ensure that SNAP policy is applied to each potential error within the bounds of state and federal regulations ;
3. Identify and provide change recommendations for any error prone SNAP policies; (policies can be found online at www.dcf.louisiana.gov)
4. Assist QC staff in exploration of all possible routes of the QC review processes to assure the State has the greatest opportunity to arrive at a correct case disposition by either finding the case correct, or finding the lowest possible error and thus achieving the highest accuracy possible;
5. Training on the [FNS 310 Handbook](#) and ensuring that requirements set forth in the FNS 310 Handbook are met, and that SNAP policy is followed throughout the review process so that every member of the state error review team becomes an excellent high level QC reviewer. Also, the QC process must be accomplished according to federal guidelines;
6. Consultation with Policy leadership on opportunities and/or potential challenges of Louisiana's adoption of specific FNS State Options or waivers;
7. Assist and provide guidance to the Agency during arbitration regarding cases with the Federal Nutrition Service (FNS). Written and verbal review of past and current FNS arbitration decisions that affect the State's policy and quality control team; and
8. Share QC and Policy successes and strategies of other states with Louisiana leadership.

The Contractor shall be responsible for the completion of all work set out in the contract. All work shall be subject to inspection, evaluation, and approval by the state's project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state's project director shall instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4 Outcomes

The State uses its Payment Accuracy Rate, Case and Procedural Error Rate (CAPER), and Timeliness Error Rate as measures of performance; therefore, no additional performance measures are required to be implemented by the Contractor. Positive and CAPER cases will be sent to contractor bi-weekly for review.

5 Functional Requirements

The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management and supervision of the Contractor unless stated otherwise in the Statement of Work. The Contractor shall have a sound business management capability. The Contractor must secure the insurance coverages and provide the verifications of coverage required by the state before work can commence under the contract. At minimum, the Department of Children and Family Services requires that the Contractor secure Worker's Compensation insurance, CGL coverage with combined single limits of \$1,000,000, and automobile liability insurance with a minimum limit of \$1,000,000 per occurrence. A Contractor's failure to provide evidence of such insurance coverage for himself or for any subcontractor may be considered a material breach and grounds for withdrawal of the award or termination of the contract.

State Staff, Roles, and Responsibilities:

- Kim Matherne will serve as the State Project Manager.
- The State will convey and issue correspondence to appropriate State personnel on the purpose, significance, and importance of the project.
- The State will be responsible for supervision, direction, and control of its own personnel.
- The State will provide safe and free access to those facilities and equipment needed to conduct project tasks, such as training.
- DCFS complies with the Americans with Disabilities Act (ADA). If any individual requires special accommodations, information about the specific accommodation needed should be made known.

Monitoring/Evaluation of SNAP Services

The contractor must grant to the State of Louisiana, through the Department of Children and Family Services, the Office of the Legislative Auditor, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under the contract. The Contractor(s) and any subcontractor(s) must cooperate with any monitoring/ evaluation site visits or requests for information from the above-mentioned entities.

ATTACHMENT II: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that 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 that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's quote is valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document;
6. 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 <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

CFMS# _____
OCR# _____

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 ___ Governmental

| | |
|---|--|
| 1) Provider/ | 5) Fed. Employee Tax ID or SS #: |
| 2) Address | 6) Parish(es) Served: |
| 3) City: State: LA Zip: | (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: _____
(Specific Person, Position or Section)

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

16)

16) If Corporation ☐ Profit or ☒ **Non-Profit** ☐ Let by RFP ☐ Advance ☐ Proposer ☐ 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 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 \$750,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of 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 \$750,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- (3) Any subrecipient contractor who expends less than \$750,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.
- (4) Any subrecipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor’s office be performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 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 \$2,000.00 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.

Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

Insurance

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI.

This rating requirement shall be waived for Worker’s Compensation coverage only.

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

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

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

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

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

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

Availability of Funds

This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until the agreement has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Director of the Office of 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. 39:1672.2-1672.4.

Force Majeure

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

Governing Law

All activities associated with this contract shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1555-1755; executive orders; and standard terms and conditions. This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

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.

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.

ENTIRE AGREEMENT

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

ORDER OF PRECEDENCE

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

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.

| | |
|---|---|
| <div>Signature</div> <div>Date</div> | <div>STATE OF LOUISIANA</div> <div>DEPARTMENT OF CHILDREN AND FAMILY SERVICES</div> <div>Marketa Garner Walters</div> |
| <div></div> <div>Type name of Contractor</div> | <div></div> <div>Eric Hornet</div> |
| <div></div> <div>(If corporation, type name and title of person signing contract)</div> | <div>DCFS Agency</div> <div></div> <div>Sammy Guillory, Deputy Assistant Secretary</div> |
| | <div>Signature</div> <div>Date</div> |
| | <div>Division of Programs</div> <div>Office</div> |

ATTACHMENT IV: PROPOSAL COVER PAGE

Proposal Cover Page

PLEASE DO NOT WRITE IN THIS SECTION.

Name of Proposer

Federal ID Number

Proposer's Physical Address:

Proposer's Mailing Address:

City

State

Zip

Name of Program Director

Telephone No.

Fax No.

Email address

TYPE OF ENTITY

- () Public Non-Profit Community-Based Organization
- () Private Non-Profit Community-Based Organization
- () Faith-Based Organization
- () Public Agency
- () For-profit, non-faith based entity
- () Other _____

RECEIPT OF ALL OTHER STATE or FEDERAL FUNDS: Check all that apply to proposer

- () Child Care Development Fund (CCDF)
- () TANF
- () Other _____

TOTAL FUNDS REQUESTED:

\$ _____

CERTIFICATION

I (We) hereby certify that _____ on behalf of _____ is fully authorized, by
(Name of Individual) (Proposer Submitting Proposal)

law or by corporate resolution (attached) to submit the following proposal, that the information contained herein is true and accurate to the best of my (our) knowledge and belief; and that I (we) am (are) fully authorized to submit said proposal on behalf of said proposer.

Official Authorized to Submit Proposal

Title

Date

Hand Deliver Proposal To: OR

Mail Proposal To:

Department of Children and Family Services
Jeanine LeBlanc, Contracts/Grant Reviewer 4
627 North 4th Street Cubicle 6-300-29
Baton Rouge LA 70802

Department of Children and Family Services
Jeanine Leblanc, Contracts/Grant Reviewer 4
Box 94065
Baton Rouge, LA 70804-9065

ATTACHMENT V: BOARD RESOLUTION

BOARD RESOLUTION FOR CORPORATIONS

State of Louisiana

Parish of _____

On the _____ day of _____, 20_____, at a meeting of the Board of Directors of _____, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize _____ (name and title) and his/her successors in office to negotiate terms and conditions that he/she may deem advisable, contract(s) with the Louisiana Department of Children and Family Services, and to bind this organization to execute said documents on behalf of the corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, and/or review said documents.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of the meeting of the Board of Directors of _____ held on the _____ day of _____, 20_____.

Secretary

Date

ATTACHMENT VI: LANGUAGE REGARDING SAFEGUARDING IRS INFORMATION

I. PERFORMANCE

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

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of his contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (7) (any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages

against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5 Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT VII: ANNUAL CERTIFICATION REGARDING SAFEGUARDING IRS INFORMATION

Annual Certification Regarding Safeguarding IRS Information

The contractor below certifies that he/she understands the agency's security policies and procedures for safeguarding IRS information contained in the initial certification. Contractor maintains their authorization to access FTI through annual recertification and this is documented and placed in the agency's files for review. Contractor acknowledges that he/she has been advised of the provisions of IRCs 7431, 7213, and 7213A (Sanctions for Unauthorized Disclosure, and Civil Damages for Unauthorized Disclosure). He/she also acknowledges that the training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT VIII: Fee for Service Schedule

DATE: _____

NAME OF COMPANY _____

COMPANY ADDRESS _____

_____1. *(Print or Type Name of Officer representing the Contractor)*

do hereby certify that the firm named above wishes to enter a price for the SNAP Quality Control RFP. The maximum contract amount is \$85,000. Monthly invoices will be submitted with a flat fee not to exceed the maximum contract amount over the 12 month period.

I also certify that, to the best of my knowledge and belief, the cost or pricing data submitted with this proposal is accurate, complete and current as of the following date. This cost or pricing data shall remain current for a period of 12 months once a contract is approved, whichever comes first.

Fee for Service Schedule

| | Deliverables/Description of Services | Monthly Flat Rate |
|-----|---|-------------------|
| 1. | Conference Call, Bi-Weekly | |
| 2. | Case Review & Recommendation, Positive Cases | |
| 3. | Case Review & Recommendation, CAPER (negative) Cases | |
| 4. | Review of SNAP policy revisions | |
| 5. | Policy Review & Recommendation | |
| 6. | Annual Quality Control Training (FNS 310 Handbook) | |
| 7. | Assist Quality Control staff in exploring all possible routes to arrive at a correct case | |
| 8. | Assist and provide guidance to the Agency during arbitration regarding cases with the Federal Nutrition Service (FNS) | |
| 9. | Share QC and Policy successes and strategies of other states with Louisiana leadership | |
| 10. | Total Monthly Rate | |

Signed:

Title:

Date of Execution
