STATE OF LOUISIANA

DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS
YOUTH SERVICES

REQUEST FOR PROPOSALS

FOR

REINTEGRATION

STATEWIDE

RFP #: 1553

PROPOSAL DUE DATE/TIME: DECEMBER 14, 2015_

(Date of Issuance: _November 24, 2015_____)

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background 4
1.1.1 Purpose 4
1.1.2 Goals and Objectives 5
1.2 Definitions 6
1.3 Schedule of Events 8
1.4 Proposal Submission 8
1.4.1 Mandatory () Qualifications for Proposer 9
1.5 Proposal Format 9
1.5.1 Number of Copies of Proposal 14
1.5.2 Legibility/Clarity 14
1.6 Confidential Information, Trade Secrets and Proprietary Information 14
1.7 Proposal Clarifications Prior to Submittal 15
1.7.1 Pre-Proposal Conference 15
1.7.2 Proposer Inquiries 15
1.8 Errors and Omissions in Proposal 16
1.9 Changes, Addenda, Withdrawals 16
1.10 Withdrawal of Proposal 16
1.11 Waiver of Administrative Formalities 16
1.12 Proposal Rejection/RFP Cancelation 16
1.13 Ownership of Proposal 16
1.14 Cost of Offer Preparation 16
1.15 Taxes 17
1.16 Determination of Responsibility 17
1.17 Use of Subcontractors 17
1.18 Written or Oral Discussions/Presentations 17
1.18.1 Best and Final Offers (BAFO) 18
1.19 Acceptance of Proposal Content 18
1.20 Evaluation and Selection 18
1.21 Contract Award and Execution 18
1.22 Notice of Intent to Award 18
1.23 Right to Prohibit Award 19
1.24 Insurance Requirements 19
1.25 Indemnification and Limitation of Liability 20
1.26 Payment 21
1.27 Termination 22
1.27.1 Termination of the Contract for Cause 23
1.27.2 Termination of the Contract for Convenience 23
1.27.3 Termination for Non-Appropriation of Funds 23
1.28 Assignment 23
1.29 Audit of Records 23
1.30 Civil Rights Compliance 24
1.31 Record Ownership 24
1.32 Entire Agreement/Order of Precedence 24
1.33 Contract Changes 24

1.34 Substitution of Personnel 24
1.35 Governing Law 25
1.36 Claims or Controversies 25
1.37 Code of Ethics 25
1.38 Corporate Requirements 25
1.39 Outsourced Key Controls 25

PART II. SCOPE OF WORK/SERVICES

2.1 Overview 25
2.2 Period of Agreement 26
2.3 Task and Services 26
2.4 Deliverables 26
2.6 Scope of Work Elements 26
2.6.1 Functional Requirements 27
2.6.2 Technical Requirements 27
2.6.3 Project Requirements 27

PART III. EVALUATION

3.1 Cost Evaluation 30
3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation 30

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements 31
4.2 Performance Measurement/Evaluation 31
4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements 32

ATTACHMENTS

ATTACHMENT I Certification Statement 34
ATTACHMENT II Sample Services Contract 35
ATTACHMENT III Sample Board Resolution for Corporations 51
ATTACHMENT IV Sample Disclosure of Ownership 52
ATTACHMENT V Cost Proposal 53
ATTACHMENT VI Program Budget 54
ATTACHMENT VII Proposal Checklist 55

REQUEST FOR PROPOSAL

FOR

REINTEGRATION SERVICES

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Office of Juvenile Justice is a cabinet-level agency whose head, the Deputy Secretary, reports directly to the Governor of Louisiana.
Our official title is Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (DPSC/YS/OJJ).

Under the direction of the Deputy Secretary, the Office of Juvenile Justice (OJJ) has policy oversight and support responsibilities for state programs for youth who are adjudicated delinquent, as well as any youth and their families ruled in need of services by courts of juvenile jurisdiction, including FINS - Families in Need of Services. OJJ is responsible for youth assigned to the Agency's care by the court system, either for supervision or custody in residential placement, or secure care. OJJ also provides services to youth under local court supervision. OJJ staff supports the Administrative Remedy Procedure disciplinary appeal process for juveniles and performs quality assurance activities for the juvenile facilities.

OJJ administers seven programs: Administration, three regional secure care centers, Field Operations, Contract Services, Auxiliary and Louisiana Housing for Juvenile Offenders.

OJJ operates three 24-hour secure facilities for males: Swanson Center for Youth in Monroe, its satellite facility, Swanson Center for Youth at Columbia, and Bridge City Center for Youth in Bridge City, near New Orleans. Secure care for girls is provided through a contract with Ware Youth Center in Coushatta, Red River Parish.

Through prevention and diversion programs, OJJ also serves youth in the community who are not involved in OJJ system. The Community Services program provides probation and parole supervision, and coordinates both residential and non-residential treatment services for delinquent youth, as well as status offenders and their families. Regional offices are located in Alexandria, Baton Rouge, Hammond, Lafayette, Lake Charles, Monroe, Natchitoches, New Orleans, Opelousas, Shreveport, Tallulah and Thibodaux.

OJJ services include:

- Evaluation and diagnostic services for youth adjudicated delinquent and children of families adjudicated in need of services (FINS).
- Alternative services to out-of-home placement for youth adjudicated delinquent and children of families adjudicated in need of services, and placed in the custody or supervision of Office of Juvenile Justice.
- Treatment services in secure care facilities for youth adjudicated delinquent and placed in the custody of the Office of Juvenile Justice and who, as determined by the court and/or the agency, require this restrictive level of care and custody.

- Probation, parole, and other programs of supervision for youth adjudicated delinquent and youth in families adjudicated in need of services.
- Community services directed at prevention of juvenile delinquency, intake screening, and diversion as deemed appropriate by the Office of Juvenile Justice.
- The agency participates in programs for the purchase of care and treatment of youth taken into custody under the provisions of the Children's Code, pending adjudication, disposition, placement, or any or all of the above.

Mission

Youth Services (YS) protects the public by providing safe and effective individualized services to youth, who will become productive, law-abiding citizens.

Vision

YS is a quality system of care, which embraces partnerships with families, communities and stakeholders to assist youth in redirecting their lives toward responsible citizenship.

We Believe

- All youth are unique, valuable individuals who are worthy of respect and kindness.
- All youth are capable of learning and making healthy decisions.
- All youth should have a safe environment in which to live, grow and learn.

We Value

- The commitment, expertise and professionalism of our staff.
- The continued safety and care of the youth and the public of Louisiana.
- The families, the community, and other partnerships that instill productive and positive changes in our youth.

1.1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (herein referral to as YS or the State) to obtain competitive proposals from bona fide, qualified proposers who are interested in providing Reintegration Services for youth who are under the supervision/custody of Youth Services (YS).

A Reintegration program is a community-based program designed to provide re-entry assistance to male and female youth, ages 10 to 21, who are transitioning from secure and non-secure residential custody placements (see definitions below) to the community. Pre-release youth are referred to the program by juvenile probation and parole officers approximately 90 days prior to the end of the residential phase of treatment during which time the contractor will be required to meet regularly with the youth, family and residential facility to plan for re-entry. The contractor will provide the following service to youth and families during the residential phase of reintegration:

- Identify the individualized risk and needs associated with the youth and family
- Develop of an Individualized Intervention/Treatment Plan with measurable goals and objectives

- Identify resources in the youth's community that meet the needs the youth and family following re-entry
- Make resource referrals for youth and family based on individual needs
- Prepare youth and family for re-entry
- Monitoring youth on home passes/furloughs

During the re-entry phase of reintegration the contractor will be required to conduct the following activities:

- Monitor compliance with reintegration plans;
- Provide behavioral monitoring and supervision
- Conduct case management services
- Provide community referrals
- Document all case activity
- Revise and update Individual Intervention/Treatment Plan

The reintegration services described in **Part II: Scope of Work/Services** below should be designed to assist field and facility staff in the reintegration process.

Reintegration programs typically provide behavioral monitoring and supervision, community referrals, and case management services to male and female youth from 10 to 21 years of age who are returning to the community from residential secure or non-secure placements (see definitions below). Program participants may be under the supervision or in the custody of YS. At the time of admission most referred youth will be within 90 calendar days of completing a secure or non-secure residential program; therefore, contractors should expect to make regular face to face contact with pre-release youth during the residential phase. The reintegration services (described in **Part II: Scope of Work/Services** below) should be designed to assist field and facility staff in the reintegration process.

1.1.2 Goals and Objectives

- To provide for the safety and well-being of the youth, program staff and community

- To provide behavioral monitoring and supervision, case management, community referrals, school advocacy, and job placement assistance aimed at promoting social and emotional adjustment following residential placement, enhancing life skills such as, employability, problem solving and independent living; and eliminating destructive behavioral patterns.

- To provide community referrals, such as parenting classes, housing assistance, job assistance, and transportation services to the youth's family or guardian in order to facilitate the successful reintegration of the youth into the community.

Attachment II details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

1.2 Definitions

Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Contractor	Any person having a contract with a governmental body; the selected proposer.
Criminogenic Risk Factors	Risk factors correlated with criminal conduct. For example, antisocial/pro-criminal attitudes, values and beliefs, pro-criminal peers and isolation from pro-social others, temperamental and antisocial personality patterns, history of antisocial behavior, family factors, low educational or financial achievement, low levels in pro-social leisure activities, abuse of alcohol or drugs
Daily Slot Limit	The maximum number of program youth for which OJJ will provide reimbursement each day
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
Evidence Based Practice	Best Practice that has been tested against a control group in an academic setting to determine scientifically the practice's ability to produce positive outcomes.
Individual Treatment/Intervention Plan (ITP/IIP)	An individualized plan for each youth describing the intervention used to address specific need area.
Monitor/Program Specialist	An agency employee assigned to review program effectiveness, compliance with contract provision and accepted standards and public policy or state law; assists in staff development and provides technical assistance to support quality and compliance, as needed.

Multidisciplinary Team	A group of individuals from diverse disciplines who provide comprehensive assessment and consultation and assist in identifying the goals of the Individual Treatment/Intervention Plan. The Multidisciplinary Team should include program staff, community providers, mental health professionals, educators, Agency staff, youth and family members.
Non-Secure Placement	A community-based, long-term residential placement in which youth are allowed extensive contact with the community, such as attending school or attending a job. Non-secure placement facilities are considered less restrictive than secure care facilities.
OSP	Office of State Procurement
Outcomes	The desired impact and effectiveness of the services on the client must be measurable and observable.
Program Slot	One unit of service.
Proposal	A response to an RFP.
Proposer	A firm or individual who responds to an RFP.
Provider	An individual or organization providing services to Youth Services, through a duly executed contractual agreement. The terms “Contractor,” “facility” and “program” are also used to mean “provider”.
Region	An organizational subdivision of Youth Services with a defined geographical location.
Responsivity Factors	The learning style and characteristics of youth which can affect their engagement in treatment.
RFP	Request for Proposal.
Secure Placement	A living environment characterized by a range of moderate to high security level facilities that include construction, fixtures and staff supervision designed to restrict the movements and activities of the residents, and to control, on a 24-hour basis, the ability of the residents to enter and leave the premises, and which are intended for the treatment and rehabilitation of children who have been adjudicated delinquent." [Ch. Code Article 116(24.2)] OJJ operates the following secure centers for youth: • Bridge City Center for Youth (BCCY) • Swanson Center for Youth (SCY) Swanson Center for Youth @ Columbia (SCYC)

Shall, Must or Will	The terms denotes mandatory requirements
Should, Can or May	Denotes an advisory or permissible action.
Standard Operating Procedures (SOP) for Non Secure	Youth Services has posted its Standard Operating Procedure for All *Contract Providers* as www.ojj.la.gov/ Additional definitions can be found in the SOP documents.
State	Agencies, departments, offices boards, commissions and other governmental entities within or reporting to the Executives, Legislative and Judicial branches of Louisiana government including, but not limited to Youth Services, the Legislative Auditor, Division of Administration/Office of Contractual Review.
Structured Assessment of Violence Risk in Youth (SAVRY)	An evidence-based assessment designed to assist professionals in making judgments about a youth's needs for case planning. This assessment comprises 24 risk/need items which were identified in existing research on adolescent development, delinquency and aggression in youth. Six protective factors are included in the SAVRY which have also been identified by current research as potentially mitigating the risk of future violence and delinquent activity. The SAVRY utilizes a structured, professional judgment method of assessment, meaning the individual completing the assessment rates the youth on a number of evidence-based risk factors and then weighs all the information to come to a final judgment that the youth is Low, Moderate or High risk for future violence and/or general reoffending.
Youth	A young person adjudicated delinquent or Families in Need of Services (FINS) and placed in custody or under the supervision of Youth Services.
YS	Youth Services

1.3 Schedule of Events

Event	**Completion Date**
Advertise RFP (in newspaper and LaPAC and mail Public Announcement)	**November 24, 2015**
Deadline for receipt of written inquires	**December 2, 2015 2 PM**
Issue responses to written inquiries	**December 7, 2015**
Deadline for receipt of proposals	**December 14, 2015 2 PM**
Announce award of contractor selection	**December 21, 2015**
Contract Execution	**February 1, 2016**

NOTE: YS reserves the right to amend and/or change this schedule of events, as it deems necessary.

1.4 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before *(__***2 PM**___*)* Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Name: Marvel Adams, RFP Coordinator

Mailing/Physical Address: 7919 Independence Blvd.
State Police Building 1st Floor
Baton Rouge, LA 70806

Phone: 225-287-7900

Fax: 225-287-7992

E-mail: Marvel.Adams@la.gov

The RFP is available on the YS website at: www.ojj.la.gov in either PDF format or MS Word format, and is available on the Louisiana Procurement and Contract Network (LaPAC). http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm

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

1.4.1 Mandatory Qualification for Proposer

Proposers must meet the following minimum qualifications:

The proposer must provide evidence that it has adequate financial resources to operate for ninety (90) calendar days as demonstrated by an audited financial statement for the past two years prepared by a Certified Public Accountant. At a minimum, the proposal shall include an independent audit for Fiscal 2013 and 2014; however, if the FY 2014 audit has not been completed at the time the proposal is submitted, the FY 2013 audit may be submitted along with a certified statement from the Proposers Certified Public Accounting (CPA) firm verifying that the FY2014 audit shall to be completed by the proposal submission deadline and stating the projected date of its completion. A compiled financial statement is unacceptable. The proposer shall also divulge any bankruptcies and the particulars thereof (include a credit report, if applicable).

1.5 Proposal Format

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

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

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

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

D. **Company Background and Experience:**

The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited**. (See 1.4.1)**

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

Proposer should provide a description of staff orientation programs and any in-service training that will be used to support the contracted services.

Further, if governed by a board, the proposer should list the names and contact information of Board of Directors and provide a copy of the Board's Resolution **(see Attachment III for sample)**. The proposer should include a letter of Tax Exempt Status, if applicable.

The proposer should provide copies of all required licenses and certifications.

If subcontractors will be used, the Proposer should clearly identify any prospective subcontractor arrangements. The Proposer should provide the same information regarding the prospective subcontractor's company as is requested for the Proposer's company.

E. **Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

Examples of what agencies may include in requesting information on a Proposer's approach and methodology:

The Proposer should:

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

F. **Staff Qualifications:**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

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

Also, the proposer should include the following information:

- Describe staffing patterns, including administrative and programmatic, and demonstrate that there is sufficient staff to deliver the proposed programs.
- Describe staff orientation and in-service training for proposed program
- Organizational chart
- Resume or Position Description for Program Director
- Job Descriptions

G. **Cost Proposal:**

Proposers shall provide a per diem rate for each youth proposed to be served. This per diem rate shall be inclusive of all reimbursable expenses. **Proposers should utilize Attachment VI to provide the number of slots proposed as well as the per diem rate proposed. The Proposer shall also include the areas of the state in which the Proposer will be able to provide services. An OJJ regional map may be found on the OJJ website at http://www.ojj.la.gov/index.php?page=sub&id=137.**

Proposers shall also provide a three year Program Budget indicating how expenses are allocated. Proposers should utilize Attachment VII (budget and budget narrative with itemized listing of all expenses or fees), to provide this information, with as much detail as possible, keeping in mind that this budget will be evaluated and points assigned during the evaluation of cost.

H. **Veteran-Owned and Service-Connected Disabled Veteran-Owned 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

http://smallbiz.louisianaeconomicdevelopment.com

Ten and a half percent (10.5 %) of the total evaluation points on this RFP shall be 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.

Reserved points shall be added to the applicable proposer's evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

- Proposer is not a certified small entrepreneurship but has engaged one or more certified small 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)

  If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in its 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 http://smallbiz.louisianaeconomicdevelopment.com. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network http://wwwprd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp. 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.

I. **Certification Statement:**

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

J. **Outsourcing of Key Controls:**

Not Applicable for this solicitation.

1.5.1 Number of Copies of Proposals

The State requests that three (*3)* copies of the proposal along with **an electronic copy** (USB flash drive only) in a Searchable Portable Document Format (pdf) 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.

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by YS 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 YS. The identification of all such confidential data and information as well as YS procedural requirements for protection

of such data and information from unauthorized use and disclosure shall be provided by YS 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 *Youth Services*.

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

1.7 Proposal Clarifications Prior to Submittal

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

1.7.1 Pre-proposal Conference

Not applicable for this solicitation.

1.7.2 Proposer Inquiries

Name:	Marvel Adams, RFP Coordinator
Mailing/Physical Address:	7919 Independence Blvd. State Police Building 1st Floor Baton Rouge, LA 70806
Phone:	225-287-7900
Fax:	225-287-7992
E-mail:	Marvel.Adams@la.gov

The RFP is available on the YS website at: www.ojj.la.gov in either PDF format or MS Word format, and is available on LaPAC http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm

YS will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by_December 2, 2015**, no later than 2:00 p.m.**

CST as specified in the Schedule of Events. YS reserves the right to modify the RFP should a change be identified that is in the best interest of YS.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (225)-925-7458 or email at marvel.adams@la.gov by 2:00 p.m. CST on December 2, 2015, 2015. All questions directed to the RFP Coordinator will be deemed to require an official response.

Official responses to all questions submitted by potential proposers will be posted by December 7, 2015, 2015 at http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm and www.ojj.la.gov.

Marvel Adams or designee has the authority to officially respond to proposer's questions on behalf of the YS. Any communications from any other individuals are not binding to YS. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

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

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure.

Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.8 Errors and Omissions in Proposal

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

1.9 Changes, Addenda, Withdrawals

YS shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

1.10 Withdrawal of Proposal

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

1.11 Waiver of Administrative Informalities

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

1.12 Proposal Rejection/RFP Cancellation

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

1.13 Ownership of Proposal

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

1.14 Cost of Offer Preparation

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

1.15 Taxes

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

1.16 Determination of Responsibility

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

1.17 Use of Subcontractors

YS 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 YS, 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 YS.

1.18 Written or Oral Discussions/Presentations

Not applicable to this solicitation.

1.18.1 Best and Final Offers (BAFO)

YS reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers

selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

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

1.19 Acceptance of Proposal Content

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

1.20 Evaluation and Selection

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

1.21 Contract Award and Execution

YS shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

YS shall reserve the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by YS.

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

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

1.22 Notice of Intent to Award

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

YS reserves the right to make multiple awards.

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

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

a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

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

1.23 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, 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.

1.24 Insurance Requirements

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

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

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

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

Commercial General Liability Insurance: *The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any*

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

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

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

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

Contractor shall furnish YS with certificates of insurance documenting coverage required by this clause. The certificates for each insurance policy shall be signed by persons authorized by insurer to bind coverage as outlined on industry standard ACORD forms.

Contractor shall forward these certificates to YS for review and approval within thirty (30) calendar days of each policy renewal. YS reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor agrees that coverage specified herein shall not be suspended, voided, cancelled or reduced in coverage or in limits. If such occurs, written notice by certified mail to YS will be provided immediately and alternate coverage specified.

Contractor's insurance coverage shall be with companies either admitted (licensed) or approved (surplus) to do business in the State in accordance with Louisiana Department of Insurance requirements.

1.25 Indemnification and Limitation of Liability

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

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

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

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

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

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

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

1.26 Billing and Payment

The Contractor shall bill YS at the rate of _____per _# of_ youth per day for _total # of__ days. This rate is inclusive of all reimbursable expenses. The Contractor shall only invoice YS for the actual number of youth in the program.

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under this contract or in quantum merit.

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Payment will be based on actual units of service provided. YS shall pay the full per-diem rate for the day of admission, but no per diem will be paid for the day of discharge. YS shall not be responsible for the cost of services that are not included in the per diem unless prior written authorization has been obtained from YS.

YS bears no obligation to reimburse the Contractor for youth in excess of the daily slot limit stated in the contract, unless specific written authorization for a daily slot limit overage is granted by the Contract Performance Coordinator.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless contractor provides services in a timely manner to the reasonable satisfaction of YS.

YS may impose sanctions upon any provider who fails to adhere to any provision of the contract or Office of Juvenile Justice Standard Operating Procedures, either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

These graduated sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Graduated sanctions may include:

1. Monetary sanctions (up to a 3% reduction of monthly payment)
2. 15 % reduction in the number of program slots
3. Moratorium on referrals
4. Termination of contract

1.27 Termination

1.27.1 Termination of the Contract for Cause

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

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

1.27.2 Termination of the Contract for Convenience

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

1.27.3 Termination for Non-Appropriation of Funds

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

1.28 Assignment

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

1.29 Audit of Records

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

1.30 Civil Rights Compliance

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

Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, 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.

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

1.32 Entire Agreement/ Order of Precedence

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

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

1.33 Contract Changes

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

1.34 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of YS. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become

unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.35 Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

1.36 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.37 Code of Ethics

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

1.38 Corporate Requirements

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

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

1.39 Outsourced Key Controls

Not applicable for this solicitation

PART II: SCOPE OF WORK/SERVICES

2.1 Overview

A Reintegration program is a community-based program designed to provide re-entry assistance to youth who are transitioning to the community from a residential placement. The reintegration phase begins approximately 90 days prior to the end of the residential phase and may last for 12

months or more following release. Reintegration programs typically provide behavioral monitoring and supervision, community referrals, and case management services to male and female youth from 10 to 21 years of age who are returning to the community from residential secure or non-secure placements (see definitions below). Program participants may be under the supervision or in the custody of YS. At the time of admission most referred youth will be within 90 calendar days of completing a secure or non-secure residential program; therefore, contractors should expect to make regular face to face contact with pre-release youth during the residential phase of reintegration. The reintegration program should be designed to assist field and facility staff in the reintegration process.

Staff Requirements:

Refer to YS Standard Operating Procedures for Non-secure Providers for staff requirements which can be found at http://www.ojj.la.gov/index.php?page=sub&id=250

Staff positions and descriptions are listed below.

Program Director - An individual who is responsible for the overall management of the treatment program. This individual shall be directly involved in the hiring and training of staff and the direct supervision of treatment staff which includes regular staff meetings and observation of program staff. This individual must hold a bachelor's degree and/or advanced degree, preferably in one of the helping professions (e.g. social work, criminal justice, psychology, education, family counseling, recreational therapy, etc.).

Case Manager - An individual to whom the youth is assigned at admission who assists the youth with his/her individualized treatment/intervention plan, assesses needs of the youth and maintains his/her case record, presents the case in staffing, communicates with appropriate individuals regarding the youth, and prepares written communications including discharge reports. With appropriate credentials, the Case Manager may also serve as the Counselor.

Individuals providing this function shall possess, at minimum, a bachelor's degree from a fully accredited college or university in the social sciences or related field.

Reintegration Specialist - An individual responsible for making face to face contacts with youth; making community referrals; providing behavioral monitoring and supervision, and documenting case activity. This individual shall be at least age 20, and have a high school diploma or its equivalent, and at least two years post-high school employment experience working with youth in a treatment setting.

All program employees, mentors, volunteers, interns, and contract providers with access to youth must undergo criminal and State Central Registry background checks prior to employment. OJJ is not responsible for any costs associated with these checks.

This contract is estimated to begin on **February 1, 2016 and end on October 31, 2018**. State shall have the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

2.3 Tasks and Services

The approximate number of treatment slots/units of service is **80 statewide.**

The Contractor shall:

- Develop and provide ongoing reassessment of an Individual Intervention/Individual Treatment Plan (IIP/ITP)
  - IIP/ITP to be developed with participation of the full Multidisciplinary Team
  - IIP/ITP development and modification is to be discussed at least monthly during staffing based upon each youth's documented progress.
- Include specific steps to involve parents or guardians
- Measure performance on a regular basis.
- Comply with the Standard Operating Procedures for contract providers as established, and revised, by which can be found at http://www.ojj.la.gov/index.php?page=sub&id=250
- At all times provide and maintain professional level staff that meet all requirements of Louisiana state law, rule and licensing standards regarding required education, training, experience and licensure or certification
- Provide community referrals, when appropriate, to the youth's family or guardian in order to facilitate the successful reintegration of the youth into the community (e.g. parenting classes, housing assistance, job assistance, transportation services, etc.).
- Facilitate appropriate aftercare planning and services directed at reintegration.
- Create and maintain a case record for each participant containing documentation of all case activity including but not limited to the ISRP

Records

Refer to YS Standard Operating Procedures for Non-Secure Programs
http://www.ojj.la.gov/index.php?page=sub&id=250

2.4 Deliverables

The Contractor shall collaborate with YS to provide the following direct reintegration services to program youth

SERVICE PROVIDED	STAFF POSITION PROVIDING SERVICE	FREQUENCY
Youth Orientation	Reintegration Staff	Within 24 hours of admission
Development of Individualized Intervention Plan (IIP)/individualized treatment plan (ITP)	Multidisciplinary Team (minimum of Mental Health Professional, Probation, reintegration program staff, family, child)	Within 14 days of admission
Review & Modification of ITP/IIP	Reintegration Staff	Monthly review; revision as needed
ITP/IIP update/Multidisciplinary Team Meetings	Multidisciplinary Team (minimum of Mental Health Professional, Probation, reintegration program staff, family, child)	Minimum every 90 days

Meetings with youth, family, agency staff and provider staff while in secure or non-secure residential placement	Reintegration program staff	Monthly
Individualized case management services	Reintegration program staff	As established in the IIP/ITP
Enhanced Community Referrals for youth and family	Reintegration program staff	As established in the IIP/ITP or as needed
Follow-up and aftercare services	Reintegration program staff	A minimum monthly for 12 months following reintegration
School Advocacy	Reintegration program staff/community school advocacy provider	As needed
Liaison between youth, families and service providers	Reintegration program staff	As needed
MDT Meetings (to include: reclassification/modification staffing, IIP/ITP updates)	Multidisciplinary Team	Minimum of every 90 days,
Participation in furlough staffing	Multidisciplinary Team	Minimum of 3 weeks prior to furlough
Monitor during furlough, home passes and escorted absences	Reintegration program staff	As scheduled
Face-to-face contact with youth	Reintegration program staff	Weekly
Job placement assistance	Reintegration program staff	As determined in the IIP/ITP
TCU – Criminal Thinking Scales pre and post test	Reintegration program staff	Upon admission and discharge
Ansell-Casey Life Skills pre and post test	Reintegration program staff	Upon admission and discharge
Additional Program Requirements:	**Staff Providing Service**	**FREQUENCY**
Professional Development Training	Reintegration program staff, YS	When offered
Satisfaction Surveys of youth and families	Reintegration program staff	Upon discharge
Monthly Provider Status Report	Staff	Monthly
Quarterly Progress Report	Youth, Multidisciplinary Team	Quarterly

Services listed above cannot be changed without a written amendment. Unauthorized deviations from this plan will constitute a breach of contract.

Contractor agrees to maintain staffing levels, facility and equipment to deliver the services agreed upon on a continuous basis throughout the contract period.

2.6 Scope of Work Elements

2.6.1 Functional Requirements

Contractor shall provide reintegration services to youth and families including but not limited to the following:

- Monthly pre-release meetings with youth in residential placement;
- Re-entry Planning
- Furlough and home pass monitoring
- Weekly post-release face to face contact with youth,
- Community-based program referrals in accordance with the IIP,
- School advocacy;
- Monthly meetings with parent/guardian;
- Documentation of all case activities

2.6.2 Technical Requirements –

NOT APPLICABLE TO THIS SOLICITATION.

PART III: EVALUATION

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

CRITERIA	***MAXIMUM SCORE***
1. Company Background and Experience • The proposer demonstrates experience in working on projects similar in size, scope and function; clients' references demonstrate satisfactory performance • The proposer has access to essential support services (administrative, fiscal, staff development). • The proposer describes staff orientation programs and in-service training for proposed programs • Any subcontractors to be used have experience providing the contracted services • The organizational chart demonstrates appropriate management, supervisory, and staff positions	***15***
2. Approach and Methodology /Technical Requirements • The Proposer demonstrated knowledge and understanding of the scope of work. • The Proposer demonstrates the knowledge of all services to be performed. • The program approach is described adequately and specifically addresses the needs of the population to be served • Overall staffing patterns are conducive to achievement of specific goals, objectives and deliverables. • The program demonstrates an ability to achieve all specified outcomes for each scope of service • Proposal includes an internal performance monitoring and program evaluation system to track the specified outcomes in each scope of services. • The proposal should demonstrate how it will supplement existing programs in the community and contribute to the development of the local continuum of care.	***35***
3. Staff Qualifications • Proposal includes sufficient number of staff to deliver the proposed services.	***15***

• Qualifications of staff are adequately described and are appropriate • Job descriptions for all staff are included and clearly outline the responsibilities.	
4. Hudson/Veteran Small Entrepreneurship Program • Proposers who are Certified SE(Hudson Initiative Program) or who have made a good faith effort to use one or more SE's as contractors.	***10.5***
5. Cost • Per diem rate (25 points) • Budget (up to 5 points)	***25*** ***5***
TOTAL SCORE	***105.5***

3.1 Cost Evaluation

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

BCS (PER DIEM RATE) = (LPC/PC X 25)

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

Youth Services will review the reasonableness of the budget information provided to support the per diem rate. A score between zero (0) and five (5) will be assigned to the reasonableness of the supporting budget information.

The two scores will be added together to determine the total score

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

Ten and a half percent (10.5 %) of the total evaluation points on this RFP shall be 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.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small 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)

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Proposers must provide a detailed, written plan for ongoing internal quality assurance and performance evaluation. The quality assurance plan must include regular use of client satisfaction or other surveys of youth, their families, the community and victims if they have voluntarily agreed to participate. Surveys of staff concerning the safe and effective operation of the program should also be a part of the quality improvement effort.

YS may require more frequent reporting, for a minimum of three months, following initial start-up of a new program. In situations where the department has determined that the safety, security, or order of a program is at risk, more frequent, detailed reporting may be required as well.

a) Describe the method of internal quality assurance and program evaluation.

b) Document and describe specifically how this would be accomplished, including describing how the information for the quarterly report will be compiled.

c) Identify specific performance measures to be adopted by the program and describe how they will be measured regularly (identify specific measurement tools).

d) Describe how and how often the survey data that is compiled will be used by the program.

Contractors with Youth Services will be required to submit an annual written report, which shall be due within thirty (30) days after the end of each contract year or fiscal year, whichever is shorter. The annual report shall reflect the efficiency and effectiveness of services and the outcome of the services for youth served during the program. The performance areas to be addressed in the annual report shall include, but not be limited to, the performance measures listed below.

The written plan for ongoing quality assurance and performance evaluation must include a method for providing the YS Continuous Quality Improvement Services unit with a quarterly report which includes the items specified in the OJJ Standard Operating Procedure for Contract Providers.

4.2 Performance Measurement/Evaluation

Performance Measures

The contractor must track information for the performance measures listed below. The following information shall be reported monthly in a format provided by YS.

1. Number and percent of youth who successfully complete the program.
2. Number and percent of families, YS staff and counselor/social workers who participate in developing the Individualized Intervention/Treatment Plan as evidenced by signature of participants.
3. Number and percent of youth who have family participation in working toward Individualized Intervention/Treatment Plan goals.
4. Number and percent of youth who are referred for services as identified in the IIP/ITP.
5. Number and percent of youth discharged at the request of the program.
6. Number and percent of youth who demonstrate progress toward goals set forth in the Individualized Intervention/Treatment Plan as evidenced by the quarterly progress report.
7. Number and percent of youth and families who report benefiting from the program as evidenced by post release/annual satisfaction surveys.
8. Number and percent of the youth who demonstrate improvement in domain scores of the Casey Life Skills Independent Living program as evidenced by an increase from pre-test to post-test scores on the Ansel-Casey Life Skills Assessment Instrument (Available free at www.caseylifeskills.org).
9. Number and percent of youth discharged prior to completion of the program.
10. Number and percent of Staff who participate in professional development trainings.

Outcome Measures

The contractor must track information for the outcome measures listed below. The following information shall be reported monthly in a format provided by YS.

1. Number and percent of youth demonstrating increased knowledge of pro-social behaviors/attitudes as evidenced by pre and post testing utilizing the TCU – Criminal Thinking Scales (Available free online at http://ibr.tcu.edu/forms/tcu-criminal-thinking-scales/).
2. Number and percent of youth who did not receive a new adjudication while enrolled the program.
3. Number and percent of youth who secured employment while enrolled in the program.
4. Number and percent of youth who maintained employment.
5. Number and percent of youth served who do not reenter the Juvenile Justice System for 6, 12 and18 months after completion of program (tracked by YS).
6. Number and percent of youth who re-entered the custody of YS while enrolled in the program (tracked by YS).
7. Number and percent of youth who transferred to a more restrictive setting prior to program completion (tracked by YS).
8. Number and percent of youth transferred to a similar setting prior to program completion (tracked by YS).
9. Number and percent of positive discharges. (tracked by YS)

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: ( ) _____

C. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have _10____business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

_____ _____

SIGNATURE of Proposer's Authorized Representative DATE

ATTACHMENT II:
SOCIAL SERVICES CONTRACT

CONTRACT BETWEEN
LOUISIANA DPS&C/YOUTH SERVICES (YS)
AND

Contractor Name:	**Contractor Address:**	**Federal Tax ID Number:**
Beginning Date:	**Ending Date:**	**Maximum Contract Amount:**

Contract #:_____

THIS CONTRACT is made and entered into by and between **the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (hereinafter referred to as YS or the State)** and _____, hereinafter referred to as "Contractor".

This contract, together with the Request for Proposal (RFP) and addenda issued thereto by YS, the proposal submitted by the Contractor in response to YS' RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter. In the event of any inconsistent or incompatible provisions, this contract (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.

This contract contains or has attached hereto all the terms and conditions agreed upon by the contracting parties. In consideration of the mutual promises contained herein, the parties hereto agree and bind themselves and their successors as follows:

SECTION I. SCOPE OF SERVICES:

Contractor will provide a juvenile justice reintegration program. A Reintegration program is a community-based program designed to provide behavioral monitoring and supervision to youth between the ages of 10 and 21 who are returning to the community following an out-of-home placement. Referred youth may be under the supervision or in the custody of YS.

Specific referral/admission criteria:

YS regional offices will refer male and female youth between the ages of 10 and 21 who have been determined to be "at risk" for removal from the home. The program shall accept all referrals.

1.1 STATEMENT OF WORK

Youth will receive the following direct services:

SERVICE PROVIDED	STAFF POSITION PROVIDING SERVICE	FREQUENCY
Youth Orientation	Reintegration Staff	Within 24 hours of admission
Development of Individualized Intervention Plan (IIP)/individualized treatment plan (ITP)	Multidisciplinary Team (MDT) (minimum of Mental Health Professional, Probation, reintegration program staff, family, child)	Within 14 days of admission
Review & Modification of ITP/IIP	Reintegration Staff	Monthly review; revision as needed
ITP/IIP update/Multidisciplinary Team Meetings	Multidisciplinary Team (minimum of Mental Health Professional, Probation, reintegration program staff, family, child)	Minimum every 90 days
Meetings with youth, family, agency staff and provider staff while in secure or non-secure residential placement	Reintegration program staff	Monthly
Individualized case management services	Reintegration program staff	As established in the IIP
Enhanced Community Referrals for youth and family	Reintegration program staff	As established in the IIP or as needed
Follow-up and aftercare services	Reintegration program staff	A minimum monthly for 12 months following reintegration
School Advocacy	Reintegration program staff/community school advocacy provider	As needed
Liaison between youth, families and service providers	Reintegration program staff	As needed
MDT Meetings (to include: reclassification/modification staffing, IIP/ITP updates)	Multidisciplinary Team	Minimum of every 90 days,
Participation in furlough staffing	Multidisciplinary Team	Minimum of 3 weeks prior to furlough
Monitor during furlough, home passes and escorted absences	Reintegration program staff	As scheduled
Face-to-face contact with youth	Reintegration program staff	Weekly
Job placement assistance	Reintegration program staff	As determined in the IIP

TCU – Criminal Thinking Scales pre and post test	Reintegration program staff	Upon admission and discharge
Ansell-Casey Life Skills pre and post test	Reintegration program staff	Upon admission and discharge
Additional Program Requirements:	**Staff Providing Service**	**FREQUENCY**
Professional Development Training	Reintegration program staff, YS	When offered
Satisfaction Surveys of youth and families	Reintegration program staff	Upon discharge
Monthly Provider Status Report	Staff	Monthly
Quarterly Progress Report	Youth, Multidisciplinary Team	Quarterly

Services listed above cannot be changed without amendment. Unauthorized deviations from this plan will constitute a breach of contract.

Contractor agrees to maintain staffing levels, facility and equipment to deliver the services agreed upon on a continuous basis throughout the contract period to meet the needs of youth.

1.1.1. GOALS AND OBJECTIVES

Specific goals, objectives and deliverables:

Primary objectives of the program are:

- To provide for the safety and well-being of the youth, program staff and community
- To provide behavioral monitoring and supervision, case management, community referrals, school advocacy, and job placement assistance aimed at promoting social and emotional adjustment following residential placement, enhancing life skills such as, employability, problem solving and independent living skills; and eliminating destructive behavioral patterns.
- To provide community referrals, such as parenting classes, housing assistance, job assistance, and transportation services to the youth's family or guardian in order to facilitate the successful reintegration of the youth into the community.

1.1.2. *PERFORMANCE MEASURES*

Performance Measures

The provider must track information for the performance measures listed below. The following information shall be reported monthly in a format provided by YS.

1. Number and percent of youth who successfully complete the program.
2. Number and percent of families, YS staff and counselor/social workers who participate in developing the Individualized Intervention/Treatment Plan as evidenced by signature of participants.
3. Number and percent of youth who have family participation in working toward Individualized Intervention/Treatment Plan goals.
4. Number and percent of youth who are referred for services as identified in the IIP/ITP.
5. Number and percent of youth discharged at the request of the program.
6. Number and percent of youth who demonstrate progress toward goals set forth in the Individualized Intervention/Treatment Plan as evidenced by the quarterly progress report.
7. Number and percent of youth and families who report benefiting from the program as evidenced by post release/annual satisfaction surveys.
8. Number and percent of the youth who demonstrate improvement in domain scores of the Casey Life Skills Independent Living program as evidenced by an increase from pre-test to post-test scores on the Ansel-Casey Life Skills Assessment Instrument (Available free at www.caseylifeskills.org).
9. Number and percent of youth discharged prior to completion of the program.
10. Number and percent of Staff who participate in professional development trainings.

Outcome Measures

The contractor must track information for the outcome measures listed below. The following information shall be reported monthly in a format provided by YS.

1. Number and percent of youth demonstrating increased knowledge of pro-social behaviors/attitudes as evidenced by pre and post testing utilizing the TCU – Criminal Thinking Scales (free online at http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/).
2. Number and percent of youth who did not receive a new adjudication while enrolled the program.
3. Number and percent of youth who secured employment while enrolled in the program.
4. Number and percent of youth who maintained employment.
5. Number and percent of youth served who do not reenter the Juvenile Justice System for 6, 12 and18 months after completion of program (tracked by YS).
6. Number and percent of youth who re-entered the custody of YS while enrolled in the program (tracked by YS).
7. Number and percent of youth who transferred to a more restrictive setting prior to program completion (tracked by YS).
8. Number and percent of youth transferred to a similar setting prior to program completion (tracked by YS).
9. Number and percent of positive discharges. (tracked by YS)

1.1.3. MONITORING PLAN

The Regional Program Specialist is the Contract Performance Coordinator for this contract and is responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance.

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in this contract and all other applicable standards in accordance with YS Policies. YS will conduct regular site visits, including assessments of contract performance and compliance in accordance with the program risk rating. Contractor will be notified in writing of any issues of non-compliance and will be given a time frame to create and implement a corrective action plan.

Contractor shall have an opportunity to respond to and request a review of the Contract Performance Coordinator's findings to the Deputy Secretary within ten (10) days of receipt of the written notice. The Deputy Secretary will make a final decision on the corrective action within fifteen (15) days of the review.

Corrective actions shall be completed within the time frame given in the written notice or within thirty (30) days of the Deputy Secretary's final decision. Failure to comply will result in the application of graduated sanctions as outlined in the Standard Operating Procedures, YS policy A.4.2.

Reporting

The Program's performance and outcome, measures listed in Section I. shall be reported to the regional program specialist/contract monitor by the 10th of each month following the month of service in a format provided by OJJ.

1.1.4. DELIVERABLES

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

1.1.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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

1.1.6. SUBSTITUTION OF KEY PERSONNEL

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

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The terms of this contract is February 1, 2016 and continues through October 31, 2018.

This contract is not effective until approved by the Director of the Office of State Procurement in accordance with La. R.S. 39:1595, if applicable.

It is the responsibility of the contractor to advise YS in advance if contract funds or contract terms may be insufficient to complete contract objectives.

Contractor agrees to abide by all relevant and applicable laws and YS policies (as they now exist or as they may be amended). If Contractor provides sufficient justification that an amended YS policy substantially changes the

contract, substantially increases the workload, or significantly impacts contractual monetary provisions, Contractor shall have an opportunity to appeal those YS policy changes to the Deputy Secretary as provided in Section VI. Copies of all applicable YS policies will be made available to the Contractor.

2.2 STATE FURNISHED RESOURCES

State shall appoint *a* Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

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

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

The Contractor shall bill YS at the rate of _____per _# of_ youth per day for _total # of__ days. This rate is inclusive of all reimbursable expenses. The Contractor shall only invoice YS for the actual number of youth in the program.

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under this contract or in quantum merit.

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Payment will be based on actual units of service provided. YS shall pay the full per-diem rate for the day of admission, but no per diem will be paid for the day of discharge. YS shall not be responsible for the cost of services that are not included in the per diem unless prior written authorization has been obtained from YS.

YS bears no obligation to reimburse the Contractor for slots in excess of the number of treatment slots stated in the contract unless specific written authorization for placement is granted by the Contract Performance Coordinator.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless contractor provides services in a timely manner to the reasonable satisfaction of YS.

YS may impose sanctions upon any provider who fails to adhere to any provision of the contract or Office of Juvenile Justice Standard Operating Procedures, either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

These graduated sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Graduated sanctions may include:

5. Monetary sanctions (up to a 3% reduction of monthly payment)
6. 15 % reduction in the number of program slots
7. Moratorium on referrals
8. Termination of contract

4 TERMINATION

4.1 TERMINATION FOR CAUSE

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

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

4.2 TERMINATION FOR CONVENIENCE

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

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the

Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

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

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

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

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

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

9 RIGHT TO AUDIT

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

10 CONTRACT MODIFICATION

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

11 CONFIDENTIALITY OF DATA

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

12 SUBCONTRACTORS

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

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, 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.

14 INSURANCE

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

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

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

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

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

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

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

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

15 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

18 INDEPENDENT ASSURANCES

Not Applicable for this solicitation.

19 COMPLETE CONTRACT

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

20 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

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

SECTION V. SPECIAL PROVISIONS

A. Confidentiality/Records

Contractor agrees to adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists.

Contractor further acknowledges that such confidential information is the property of YS and Contractor shall, upon demand by YS, turn over any and all files and information pertaining to youth served in this program.

B. American Correctional Association (ACA)

If American Correctional Association (ACA) accreditation for Youth Community Residential Facilities has not already been obtained prior to the signing of the contract, the contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the contract. Failure to achieve accreditation may result in the cancellation of the contract. Upon achieving ACA accreditation, the contractor must continue to conform to the ACA Standards for the term of the contract. The ACA contact phone number is 1-800-ACA-JOIN, and website address is www.aca.org.

C. Access to Facility

YS staff shall have access to youth on or off the Contractor's premises at any time. YS officials or their designees may access and inspect the Contractor's premises at any time. Access and inspection includes, but is not limited to, youth, staff, the entire facility, and all books and records related to the operation of the facility.

D. Licenses, Certificates, Inspections

Contractor is required to comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and must demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) days after renewal. Loss of license will result in penalties equal to the per diem for each day the license is revoked or suspended, or may result in immediate termination of the contract and/or removal of youth from the program. YS may remove youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

E. Staff Vacancies
All staff vacancies shall be filled as soon as possible but no later than thirty (30) days after the vacancy occurs. Vacancies exceeding the time as established by this clause shall subject the Contractor to penalties in an amount equal to the salaries of the vacant positions for the number of vacant days. Vacancies of professional staff shall not be considered filled unless the incumbent possesses all requisite qualifications as stated in this contract and in YS policy.

G. Additional Program Requirements
Contractor shall not consider runaway behavior or assaultive behavior as a sole reason for discharge from the program. It is expected that a Contractor will take a runaway youth back into their facility so that the youth can complete his treatment program.

Contractor shall accept a youth for readmission to his program if the youth was absent from the program for treatment or medical reasons, i.e., obtaining treatment for substance abuse or psychiatric hospitalization, if space is available, or YS has reserved the bed for readmission.

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of Social Services, Office of Community Services, and the local law enforcement agency, in addition to complying with the Child Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq*.

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs /Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" YS will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and YS Policies may result in termination of the contract.

Contractor is required to comply with all applicable provisions of the Louisiana Children's Code.

SECTION VI. STANDARD PROVISIONS

A. APPLICABLE LAW
This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

B. 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 notify YS immediately if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

C. AVAILABILITY OF FUNDS
Contractor understands and agrees that this contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds and that no liability or obligation for payment will develop between the parties until this contract has been approved by the Director of the Office of Contractual Review, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to YS to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract, the contract shall terminate on the date of the beginning of the first fiscal year that funds are not appropriated. If a lawful gubernatorial order is issued in or for any given fiscal year during the term

of this contract that reduces the funds appropriated in amounts sufficient to preclude making the payments set out herein, the contract shall terminate on the date said funds are no longer available or the contract may be renegotiated to reflect the reduced funds. YS shall not be liable if either of these incidents or any similar incident having the same effect occurs.

D. ALTERATIONS/AMENDMENTS

Any alteration, variation, modification, waiver of provisions and or amendment to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Director of the Office of Contractual Review and attached to the original of this contract.

E. NONASSIGNABILITY

Contractor shall not assign any interest in the contract by assignment, transfer or novation, without the prior written consent of YS. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to YS.

F. RIGHT TO INSPECT/AUDIT

Contractor agrees that the Legislative Auditor of the State of Louisiana and/or the office of the Governor, Division of Administration auditors, the Inspector General's Office, and /or Youth Services shall have the right to inspect, review, and/or audit all accounts, books, and records which relate to this contract. Contractor is expected to comply with federal and/or state laws requiring an audit of Contractor's operation as a whole or of specific program activities. This option to audit shall remain in effect for three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

If an audit is performed within the contract period for any reason, a copy of the audit report shall be sent to YS within thirty (30) days of the completion of the audit.

Upon the request of YS and at the Contractor's cost, the Contractor shall have ten (10) business days to provide YS with any such information that YS requests for the purpose of determining the validity of the per diem amount or unit cost, either retrospectively or prospectively. YS reserves the right to audit and review any and all of the Contractor's records related to this contract or the performance of the services contracted for herein.

G. RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least four years after completion or termination of this contract.

H. NON-DISCRIMINATION

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

Contractor agrees not to discriminate in its employment practices, and will render services under 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.

I. NOTIFICATION OF STATE EMPLOYMENT

Should contractor or any of its employees become a classified or unclassified employee of the State of Louisiana during the effective period of this contract, Contractor or its employees must notify the appointing authority of the

state agency that has employed him of any existing contract with the State of Louisiana. YS reserves the right to cancel the contract if a conflict of interest or a violation of state law occurs as a result of such employment.

J. FORCE MAJEURE

The Contractor or YS shall be excused from performance under the contract for any period that the Contractor or YS is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or YS has prudently and promptly acted to take any and all corrective steps that are within the Contractor's or YS' control to ensure that the Contractor or YS can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

K. PROHIBITION OF POLITICAL 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 of any political subdivision. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law under consideration by the legislature or any local governing authority of any political subdivision.

L. INDEMNIFICATION/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, employees, partners, and subcontractors 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 that may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees and any and all costs, expense 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 YS, 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 expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

M. PAYMENT OF TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be said Contractor's obligation.

N. SUBCONTRACTS

Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of YS. Any subcontracts approved by YS shall be subject to all the conditions of this contract. No provisions of this clause and no such approval by YS of any subcontract shall be deemed in any event or manner to create on the part of YS any obligation of YS beyond those specifically set forth herein. No subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. .The contractor will be the single point of contact for all subcontractor work.

O. SANCTIONS

YS may impose sanctions if the contractor fails to adhere to the provision of the contract or Standard Operating Procedure, for Non-Secure Providers available on request and online at www.ojj.la.gov either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

These graduated sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Graduated sanctions may include:

1. Monetary sanctions (up to a 3% reduction of monthly payment)
2. 15 % reduction in the number of program slots
3. Moratorium on referrals
4. Termination of contract

P. TERMINATION

YS 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 YS 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 of failure 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 YS 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 under Louisiana law to terminate for cause upon the failure of YS to comply with the terms and conditions of this contract, provided that the Contractor shall give YS written notice specifying YS' failure and a reasonable opportunity for YS to cure the defect.

Either party may terminate this contract for convenience at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent that the services have been provided to the reasonable satisfaction of YS. YS has the right to cancel this contract with less than thirty (30) days' notice due to budgetary reductions or changes in funding priorities of the State as stated herein.

Upon completion or termination of this contract YS reserves the right to request copies of any records, reports or any other materials related to this contract or any portion thereof.

Q. DISPUTE RESOLUTION

Any dispute, except those arising under Section II.(A) above, that is not resolved by agreement between the Contractor and the Contract Performance Coordinator shall be decided by the Deputy Undersecretary or his/her designee. The Contractor shall be furnished a copy of the final decision of the Deputy Undersecretary or his/her designee.

Within thirty (30) days from the date of mailing of the decision, the Contractor may submit a written Request for Review to the Deputy Secretary. The Contractor shall be afforded the opportunity to be heard and present evidence in support of his Request for Review. The final decision of the Deputy Secretary or his designee concludes YS' review of the dispute.

The Contractor may pursue resolution of this dispute in accordance with the provisions of LA R.S. 39:1522-1526. Pending a final decision, the Contractor shall diligently continue performance under this contract in accordance with the Deputy Secretary's decision.

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

CONTRACTOR'S SIGNATURE	STATE'S SIGNATURE
DATE	DATE

ATTACHMENT III: SAMPLE BOARD RESOLUTION FOR CORPORATIONS

MEETING OF THE BOARD OF DIRECTORS

OF

(CORPORATION'S NAME)

A meeting of the Board of Directions of (CORPORATION'S NAME) was held on (DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE CORPORATION) by his Signature, to enter into any and all contractual obligations on behalf of this corporation.

_____

Secretary/Chairman

ATTACHMENT IV: DISCLOSURE OF OWNERSHIP OF ENTITY

The agency requires all proposing parties disclose any and all owners of the proposing party. Disclosure of the actual ownership of the entity is a critical to the agency's assessment of the proposal. The agency needs this information in order to evaluate the proposing party, in an effort to maintain quality control and to remain in compliance with the requirements of the Louisiana Code of Ethics.

There are differing steps depending on the nature of ownership of the proposing party.

For Proposers who are Individuals:

This attachment does not need to be completed if the proposer is an individual.

For Proposers who are Louisiana Corporations (for-profit and not-for-profit)

When the proposing party is a Louisiana corporation, whether for-profit or not-for-profit, the corporation must submit a copy of the Disclosure of Ownership form that has been filed with the Louisiana Secretary of State. The Secretary of State will stamp the Disclosure of Ownership form "received and filed." The proposing party will then submit a copy of this document in its proposal as Attachment VI. The approximate cost is $20.00.

The document and filing instructions are available at:

http://www.sos.la.gov/BusinessServices/PublishedDocuments/320DisclosureofOwnershipCorporation.pdf.

NOTE: If the corporation is a not-for-profit corporation that is organized on a non-stock basis, the organization may elect to submit a Notarized Affidavit consistent with the procedures required of Louisiana Limited Liability Companies, included below.

For Proposers who are Louisiana Limited Liability Companies:

When the proposing party is a Louisiana limited liability company ("LLC"), the proposing party does not have to submit a Disclosure of Ownership Form through the formal procedure required for corporations. However, the agency still requires ownership information for the reasons stated above. Therefore, in order to comply, the proposing party shall submit, as Attachment VI, a Notarized Affidavit from chief officer of the LLC outlining any and all owners of the LLC.

This information does not need to be in a particular form, it simply needs to outline the list of the owners of the LLC, be signed under oath by the lead officer and notarized. A copy of the Affidavit may be submitted.

ATTACHMENT V COST PROPOSAL

The cost proposal should be signed by the person authorized to bind the proposing organization in order to be considered. **The attachment V and VI or an exact facsimile shall be used to provide per diem rates and the proposed budget.**

NUMBER OF SLOTS/UNITS	PER DIEM RATE

Location(s) where slots will be provided: _____

I understand that if I am awarded a contract as a result of this proposal, I will be required to provide these services at the above quoted rate for the full term of the contract.

*Use of ranges for the number of treatment slots are acceptable if the per diem will remain constant.

ATTACHMENT VI: PROGRAM BUDGET (Three years to cover the term of the contract)

DESCRIPTION	TOTAL BUDGET (A)	ADMINISTRATIVE (B)	PROGRAM (C)	YS FUNDING REQUEST (D)	MATCH (E)
SALARIES & FRINGES:					
Personnel Salaries	$ -				
Fringe Benefits	$ -				
Total Salaries & Fringes	$ -	$ -	$ -	$ -	$ -
PERSONNEL TRAVEL:					
Client Transportation	$ -				
Field Travel	$ -				
Administrative	$ -				
Conferences/Training	$ -				
Total Personnel Travel	$ -	$ -	$ -	$ -	$ -
OPERATING SERVICES:					
Printing	$ -				
Insurance	$ -				
Maintenance – Auto	$ -				
Maintenance – Other	$ -				
Rental – Building	$ -				
Rental - Other	$ -				
Dues & Subscriptions	$ -				
Postage	$ -				
Telephone	$ -				
Utilities	$ -				
Other Operating Services	$ -				
Total Operating Services	$ -	$ -	$ -	$ -	$ -
OPERATING SUPPLIES:					
Office Supplies	$ -				
Medical Supplies	$ -				
Food	$ -				
Automotive Supplies	$ -				
Maintenance Supplies	$ -				
Household Supplies	$ -				
Youth/Offender Personal	$ -				
Other Supplies	$ -				
Total Operating Supplies	$ -	$ -	$ -	$ -	$ -
PROFESSIONAL SERVICES:					
Counseling	$ -				
Accounting & Auditing	$ -				
Medical	$ -				
Consulting	$ -				
Legal	$ -				
Other Professional Services	$ -				
Total Professional	$ -	$ -	$ -	$ -	$ -
ACQUISITIONS:					
Equipment	$ -				
Other	$ -				
Total Acquisitions	$ -	$ -	$ -	$ -	$ -
OTHER EXPENSE					
TOTAL BUDGET	$ -	$ -	$ -	$ -	$ -

The Program Budget and Budget Narrative should include only those items related to this program. The budget provided must correspond to the period funded. The budget will be used to calculate the per diem and/or rate of reimbursement. The form above is an imbedded Excel worksheet. Double click on it to complete. Subtotals and totals are automatically calculated and protected.

COLUMNS

A Budget: the entire amount allotted to this program regardless of source of funding. This field is automatically calculated.
B Administrative: the expenses associated with the managerial functions of the program. This will not include any expense associated with direct service delivery to youth/families. Typically these expenses will not fluctuate based on the number of youth/families served.
C Programmatic: expenses associated with direct service delivery.
D YS Funding Request: the total amount requested from YS for this program.
E Match: Resources, whether in-kind or cash contributed by the applicant may be used as Match. This amount must equal 25% of the YS Funding Request. This amount may not include state or federal funding or funding used to match another state or federal grant. Columns B and C should equal A. Columns D and E should equal A.

BUDGET NARRATIVE

A FULL Explanation should be provided for each category in the Program Budget.

- On a separate sheet provide information for each category listed on the budget form.

- All expenses must be described in the budget narrative and quantified on the budget form. **A full explanation must be given of each category detailing the goods/services used to derive the estimated expenses on the budget form.** This explanation must include the item procured, recipient of the item, purpose of the item in further program objectives as well as indication if the item is a one-time expense. (Budget must be inclusive of all income and expenses that will be incurred during the program.)

- Any deviation from the approved budget must have YS written approval **prior to incurring the expense**. Deviation may require a contract amendment.

- Expenditures not in your approved budget or over your budgeted amount will be disallowed, if prior approval has not been obtained.

- Provide each source and amount of “Match” for this program in your narrative. For example: Entergy utility bill for office space paid by Parish Council at $100.00 X 10 months =$1,000 Match.

- All expenses must be pro-rated for this program. Expenses incurred outside the dates of the contract awarded are not reimbursable.

- All expenses must be reasonable and necessary and may not include expenses incurred outside the start and end dates of the contract or retroactive pay increases.

The following instructions are to be used to determine which expenses to allocate in each category on the budget form and to compose the budget narrative.

SALARIES

1. List the name(s), position(s), total salary, percentage of compensation allotted to YS funding and match, and full/part-time status of staff actually working on this program in the narrative. Funds may not be used to supplant positions that are already funded.

2. Time and attendance records must be current, maintained for a minimum of 3 years and are subject to audit.

FRINGE BENEFITS

1. Provide only the employer's share for funded salaries.

2. Fringe benefits may not exceed 25% of the total salary.

3. Fringe benefits may only be paid for staff listed in the above salary section.

4. The rate or expense used for calculation must be shown for each type:

    a. Social Security (FICA): 6.2%
    b. Medicare: 1.45%
    c. Health/Life Insurance
    d. Workers' Compensation
    e. Unemployment
    f. Public/Private Retirement
    g. Liability/Malpractice Insurance (if part of an employee benefit package)

TRAVEL/TRAINING

1. Travel should indicate the individuals, purpose and itemized listing of travel costs (i.e., destination, mileage rate, meals, registration, etc).

2. Travel funded by YS must be in accordance with Division of Administration, Policy and Procedure Memorandum 49. The State Travel Regulations include allowable travel rates of reimbursements and may be accessed at http://www.doa.louisiana.gov/osp/travel/travelpolicy/travelguide.pdf.

3. Only actual travel expenses are reimbursable. Expenses for each event must be documented on a separate FACS BA-12 Travel Expense Account form (see http://www.doa.louisiana.gov/osp/travel/forms/trvlexp.pdf.).

OPERATING SERVICES

1. Maintenance and/or rental agreements should individually list the items and period covered.

2. The expense associated with services needed to operate the program. This may include, but is not limited to the following:

    a. Telephone/Cellular/Internet service.
    b. Advertising
    c. Rent
    d. Insurance
    e. Subscriptions
    f. Maintenance/Service Agreement
    g. Postage
    h. Utilities
    i. Laboratory
    j. Repairs
    k. Printing*

*All printed material must bear a prominent statement: "This public document was printed at a total expense of $_____. (*Number* copies were published in this *(Number)* printing at an expense of $_____. The total expense of all printing of this document, including reprints, is $_____. This document was produced by *(Printer's Name)* for the Office of Youth Development, 7919 Independence Blvd., Baton Rouge, LA 70806. It was printed in accordance with standards for printing by state agencies established pursuant to R.S. 43:31."

OPERATING SUPPLIES

1. Supply items are consumable and have a life expectancy less than one year. This may include but is not limited to the following items:

    a. Office materials
    b. Food/Refreshments
    c. Medical/Dental/Pharmaceutical items
    d. Clothing
    e. Education/Recreational materials
    f. Maintenance items
    g. Automotive materials

PROFESSIONAL SERVICES

1. Professional Services may include legal, consulting, counseling services procured from contractors, or accounting.

2. All professional services should list the service provider name and title, description of the services provided, rate of payment and the annual dollar amount of each contract/agreement.

ACQUISITIONS

A listing of the acquisitions/equipment should include a description of each item, purpose within the program and its acquisition cost.

OTHER

Other expenses should list the type, purpose, method of computation, quantity, etc.

Additional information regarding budget categories may be found at:

http://www.doa.louisiana.gov/OSRAP/library/Publications/revisedandrereleasedppm/CHAP13.pdf

ATTACHEMENT VII Proposal Checklist

Requested document checklist: Please include with proposal a copy of the below checklist. Each attachment should be checked off on the checklist and included with proposal, if applicable.

- ☐ **MANDATORY** - Fully completed proposal with original signature of an authorized representative
- ☐ **MANDATORY** - Audited Financial Statement
- ☐ **MANDATORY** - Completed and signed Attachment I. Certification Statement.
- ☐ Describe staffing patterns, including administrative and programmatic, and give rationale.
- ☐ Provide information regarding the qualifications and experience of any staff, including copies of job descriptions and resumes/vitae of key personnel.
- ☐ **MANDATORY** – Budget Format
- ☐ **MANDATORY** - Completed and signed Attachment V. Cost Proposal
- ☐ Resumes or Position Description for Program Director and key personnel
- ☐ Job Descriptions
- ☐ List of References
- ☐ List the names and contact information of Board of Directors.
- ☐ Letter of Tax Exempt Status, if applicable
- ☐ Organizational Chart
- ☐ Board Resolution, if proposer is a corporation
- ☐ Disclosure of Ownership (as applicable)
- ☐ Certificate of Authority to do Business in Louisiana, if applicable

All proposers are encouraged to use this checklist to ensure that all requested documentation is included with the proposal.