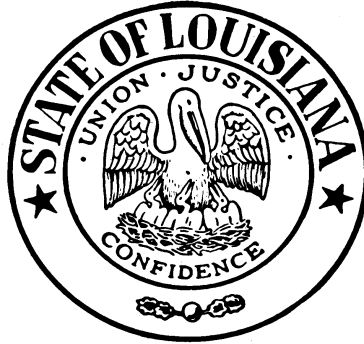


# **REQUEST FOR FUNDING APPLICATIONS**

**For**

**ALTERNATIVES TO DETENTION**



**Application Due Date/Time: DECEMBER 3, 2021 2 PM**

**State of Louisiana  
Office of Juvenile Justice**

**(November 12, 2021)**

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# REQUEST FOR FUNDING APPLICATIONS FOR

## ALTERNATIVES TO DETENTION PROGRAM

### PART I: ADMINISTRATIVE AND GENERAL INFORMATION

#### 1.1 Purpose

The purpose of this grant opportunity is to provide grant funds to establish a continuum of local, community-based alternatives for juveniles who might otherwise be incarcerated or placed under OJJ's supervision if those local services and sanctions were not available. This reflects the current direction of the Office of Juvenile Justice, which is committed to supporting community-based programming and supports for youth across the state. It also reflects ongoing collaborative efforts to serve youth in the least restrictive environment possible with effective interventions by diverting youth to appropriate community options.

Communities applying for these funds will be expected to bring together system stakeholders, community leaders, and residents to identify and access existing local resources for the development of a multifaceted response to prevent further penetration in the justice system. Employing appropriate sanctions in the community, and ensuring the program serves an appropriate target population will improve public safety, reduce recidivism, save money, and provide better outcomes for youth and families.

**Eligibility:** The Louisiana Office of Juvenile Justice (OJJ) is seeking applications from municipal and/or parish, or parish/city governments, and/or judicial districts and/or community-based non-profits programs that have experience working with juvenile justice populations. Programs should serve communities with a demonstrated need for services. Programs must have strong working relationships with local and parish law enforcement agencies, district attorney's office, the public defender office etc, and judicial districts and local courts.

**Funding:** Beginning in fiscal year 2020 (July 1, 2019 – June 30, 2020) contingent on allocation of funds OJJ has awarded up to \$150,000.00 for the first year of operation. We are currently in our third year of funding. Future years continue to be contingent upon allocation by the Legislature.

#### 1.2 Background

##### Mission

Youth Services 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.

#### 1.3 Goals and Objectives

Primary objectives of the program are:

- to provide for the safety and well-being of the youth, program staff and community.
- to expand evidence-based, or research informed or promising practice for Alternatives to Detention (ATD) for the purpose of reducing over reliance on detention and out-of-home placements by providing supports for youth in his/her home and communities
- to provide services aimed at promoting social and emotional adjustment, enhancing life skills and independent living skills; and eliminating destructive behavioral patterns.
- to provide services, when appropriate, to the youth in order to facilitate public safety while assuring the youth will stay in the community.

When preparing applications, the following key objectives are to be strongly considered:

1. Target communities that lack adequate detention or preadjudicatory services and have a demonstrated need. There are communities in Louisiana with few options for connecting youth in the juvenile justice system to services that prevent further penetration into the juvenile justice system. The grant review process will consider both need and geographic balance when making awards. Applicants must be able to demonstrate the unmet need in the area to served.
2. Strengthen partnerships between local criminal justice and not for profit agencies. Strong partnerships between juvenile justice agencies and not for profit agencies with expertise in assessment, case planning, and service provision are essential to program success and long-term sustainability. Partnerships between law enforcement, courts, prosecutors, defense counsel, and supervising agencies with not for profit entities are critical. Applicants are also encouraged to include members of their focus population(s) and other community members in the design and refinement of their programs.
3. Fill unmet needs and complement—rather than compete with—the existing service environment.

Request for Funding Applications are intended to fill critical gaps where youth are not being served or are underserved. Additionally, while this request seeks to encourage innovation and foster a diverse range of community-based alternatives, applicants may propose to adapt or expand an existing program.

Part II: Scope of Work/Services details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

#### **1.4 Term of Contract**

The term of any contract resulting from this RFFA shall begin on or about **February 1, 2022** and is anticipated to end on **October 31, 2022**. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

#### **1.5 Schedule of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
RFFA posted to OJJ website	November 12, 2021
Deadline for receipt of applications	December 3, 2021 2 PM CST
Notice of Intent to award announcement	January 1, 2022
Contract execution, on or about	February 1, 2022

**NOTE: The State of Louisiana reserves the right to revise this schedule.**

#### **1.6 Application Submittal**

Firms/individuals who are interested in providing services requested under this request must submit a application containing the information specified in this section. The application must be received in hard copy (printed) version by the Coordinator on or before **December 3, 2021 at 2:00 P.M.** Central Standard Time. **FAX or E-mail submissions are not acceptable.** Applicants mailing their applications should allow sufficient mail delivery time to ensure receipt of their application by the time specified. The application package must be delivered at the applicant's expense to:

**Name:** Marvel Adams Coordinator

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

**Phone:** 225-287-7900

**Fax:** 225-287-7992

**Email:** Marvel.Adams@la.gov

It is solely the responsibility of each Applicant to ensure that their application is delivered at the specified place and prior to the deadline for submission. Applications received after the deadline will not be considered.

### 1.7 Application Response Format

Applications shall be completed on the Alternatives To Detention Funding Application which will be attached in LaPac and uploaded on the OJJ website.

LaPAC provides an immediate e-mail notification to subscribing Bidders/Applicants that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Applicants must register in the LaGov portal.

Registration is intuitive at the following link:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_req](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_req).

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### 1.8 Taxes

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

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

### 1.9 Determination of Responsibility

Determination of the applicant's responsibility relating to this request shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected applicant:

- 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.

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

### **1.10 Use of Subcontractors**

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

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

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

### **1.11 Evaluation and Selection**

The evaluation of applications will be accomplished by an evaluation team, to be designated by the state, which will determine the application most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the request. The evaluation team may consult subject matter experts(s) to serve in an advisory capacity regarding any Applicant or application. Such input may include, but not be limited to, analysis of Applicant financial statements, review of technical requirements, or preparation of cost score data.

### **1.12 Contract Award and Execution**

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

The request, including any addenda added, and the selected application shall become part of the contract initiated by the State.

The selected Applicant shall be expected to enter into a contract that is substantially the same as the Sample Contract, **Attachment I**. A Applicant shall not submit its own standard contract terms and conditions as a response to this request. The Applicant should submit in its application any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Applicant.

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

### **1.13 Notice of Intent to Award**

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

The State reserves the right to make multiple awards.

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

The applications 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 application 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.

#### **1.14 Payment**

The Contractor shall bill YS at the all-inclusive rate of \_\_\_\_\_ per month, not to exceed \$\_\_\_\_\_. This rate is inclusive of all reimbursable expenses.

Contractor shall submit monthly invoices to YS by the 10<sup>th</sup> 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.

##### **1.14.1 Electronic Vendor Payment Solutions**

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

## **PART II: SCOPE OF WORK/SERVICES**

# Alternatives to Detention

## 2.1 Scope of Work

### Alternatives to Detention (ATD)

Grants to expand evidence-based, or research informed or promising practice for Alternatives to Detention (ATD) for the purpose of reducing over reliance on detention and out-of-home placements by providing supports for youth in his/her home and communities.

Access to quality community-based alternatives to detention (ATDs) reduces the need for secure detention, which is expensive, and can increase the likelihood of recidivism for young people. Keeping kids out of detention can also help prevent kids from being pulled “deeper” into the juvenile and criminal justice system.

Studies have shown that once young people are detained, even when controlling for their prior offenses, they are more likely to be referred to court, see their case progress through the system to adjudication and disposition, have a formal disposition filed against them, and receive a more serious disposition. In contrast, research shows that youth supervised in a community-based setting, or not detained at all, are far less likely to recidivate.

ATDs help to reduce detention center crowding, cut the costs of detaining youth, shield youth from the stigma of institutionalization, help youth avoid associating with youth who have more serious delinquent histories, and help maintain positive ties between the youth and his or her family and community. This is particularly important for rural jurisdictions, who are often constrained by budget limitations, staffing constraints, and geographic isolation.

ATDs help to resolve many such issues by providing a range of cost-effective supervision and supports to youth and their families, including supervised release programs, court notification programs, day and evening reporting centers, and other community-based innovations.

#### a. Target Population:

Youth at moderate / high risk to reoffend or not reappear in court during the pendency of their court case.

Applicants are encouraged to examine their local data from the previous fiscal year in order to understand the aggregate characteristics of youth who were detained and who, with appropriate community-based services, could have remained in the community during the pendency of their cases through participation in an ATD.

Such characteristics include youth charged with misdemeanors and nonviolent felony offenses, youth detained for technical violations, and youth with minimal prior history.

Additionally, evidence shows that a detention screening tool can help with classifying youth for appropriate levels/types of supervision. Therefore, applicants are required to utilize a validated and standardized Detention Screening Instrument (DSI) tool to identify whether youth will be released without any conditions, released with the requirement to participate in an ATD, Or detained. In exchange for these program funds, the jurisdiction agrees to utilize a detention screening instrument (DSI) prior to admitting the child to detention. Example DSIs will be provided, which the jurisdiction may choose to adopt.

Currently, several parishes in Louisiana use DSIs to determine which youth are admitted to detention, released on an ATD, or released without conditions. Jurisdictions applying for grant funds can elect to use a DSI from one of these jurisdictions (*Please see Appendix VII for example DSIs from parishes currently using these tools along with a link to a downloadable guide, **Juvenile Detention Risk Assessment** from the Annie E. Casey Foundation, Juvenile Detention Alternatives Initiative*). Most DSIs, including those provided as example, make provision for overrides. However, overrides should not be used regularly (Overrides should account for no more than 15% of the reason to use detention. The exception would be for court ordered mandatory overrides for gun related charges such as illegal possession of a handgun or domestic violence where a first time offender may score below the cut off for detention)

#### b. Goals:

- Increase the use of community-based alternatives to detention
- At least 50% of the youth enrolled in the alternatives to detention program will successfully complete the program without being held in detention.



**c. Program Requirements:**

By applying for this grant, the applicant will agree to the following conditions if awarded:

1. In exchange for these program funds, the provider agrees to utilize a validated and standardized Detention Screening Instrument (DSI).
2. No child should be admitted to detention without a DSI.
3. Grantees may include in their application a request for funds to hire a person to be on hand to administer the DSI at all times, either in person or via phone.
4. The override rate of the risk assessment instrument should not exceed 15% of youth qualifying for release. *The exception would be for court ordered mandatory overrides for gun related charges such as illegal possession of a handgun or domestic violence where a first time offender may score below the cut off for detention.*

**d. Data Reporting Requirements:**

Grantees are expected to report individual-level participant information each month on youth participating in grant-funded programming, including but not limited to:

- Gender
- Race and Ethnicity
- Age
- Alleged Offense(s)
- Date arrested
- Parish of Referral
- Referral Date
- Referral Agency
- Type of Program Referred to / Case Plan
- Supervision Requirements, if applicable

Aggregate outcome data must also be tracked in order to determine that the program accomplishes its main goals, including but not limited to:

- Total number of youth referred to ATDs, disaggregated by race and ethnicity; gender; offense; and parish of referral
- Total number of youth exiting ATDs, disaggregated by race and ethnicity; gender; offense
- Successful Completion Rate of youth referred to ATDs, disaggregated by race and ethnicity; gender; and offense
- Annual number of arrests (by offense or other reason) and detention outcomes (detain, release, alternative)
- Annual number of detention admissions disaggregated by parish, race & ethnicity, gender, and offense/technical reason for detention (e.g. warrant, court order, contempt of court, ATD program failure)
- DSI scores, disaggregated by parish, race & ethnicity, gender, and offense/technical reason for detention (by detention outcomes)
- Overrides (by scoring group and by reasons for overrides), disaggregated by race and ethnicity; gender; offense; parish; and technical reason for detention.

*(Please see Appendix IX for an example of a standardized monitoring report that grantees can utilize for purposes of showing their aggregate outcome data.)*

**YS Policy A.4.2 SOP for Contract Providers Section 2.5**

All program employees, mentors, volunteers, interns, and contract providers with access to youth must undergo criminal and State Central Registry background checks.

- 1) The criminal background and State Central Registry checks are to be conducted prior to hiring an employee or utilizing the service of a volunteer, mentor, intern or contract provider directly rendering services to youth (i.e., counselor, social worker).

**Youth social security numbers shall be obtained and entered on the invoice in order for YS to verify youth receiving services and track the youth for entry into the Juvenile Justice system.**

**2.2 Tasks and Services**

**2.3 Deliverables**

The Contractor shall collaborate with YS to provide, at a minimum, the following direct services to program youth and their families.

SERVICE PROVIDED	STAFF POSITION PROVIDING SERVICE	FREQUENCY
Youth Orientation	Staff	Within 24 hours of arrival
Development of Individualized Intervention Plan (IIP)/Individualized Treatment Plan (ITP)	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Within 14 days of admission
Review & Modification of ITP/IIP	Staff	Monthly review; revision as needed
Detention Screening Instrument (DSI)	Trained Staff	Prior to admission in program
IITP/IIP update/Multidisciplinary Team Meetings	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Minimum every 90 days
Incident Reports	Staff	Verbal report given to PPO or Duty Officer within 1 hour of Program Staff being notified; Written report submitted within 24 hours
<b>Additional Program Requirements:</b>		
Texas Christian University (TCU) Behavior Thinking Scales assessment ( <a href="http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/">http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/</a> )	Staff	At admission and upon discharge
Ansel-Casey Life Skills assessment	Staff	At admission and upon discharge
Professional Development Training	Staff, YS	When offered
Satisfaction Surveys	Youth, families, staff	Upon program completion or at least annually
Monthly Provider Status Report	Staff	Monthly
Quarterly Progress Report	Youth, Multidisciplinary Team	Quarterly

Services listed above shall not be changed without amendment.

Unauthorized deviations from this plan or the OJJ SOP for Contract Providers (<https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf>) 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.

## 2.4 Technical Requirements

Contractors should have the ability to enter data into Excel spreadsheets and transmit them through electronic mail

## 2.5 Project Requirements

The following information shall be included in the application and explain the manner in which the applicant intends to provide the services listed above:

a) Describe and demonstrate your ability to operate diversion for youthful offenders based upon evidence-based standards of practice, and identify the applicable standards in the response.

- b) Identify the research that supports the services to be provided to the target population at all of the levels required in this request.
- c) List and describe the direct services to be provided at each level of care. Provide copies of weekly program schedules and curriculum materials.
- d) Describe the process, sequence and frequency of service delivery, list the support services to be provided by agencies outside of the proposing agency, the sources of those services and describe any cooperative agreements that assure their delivery.
- e) Provide a weekly schedule of all services/activities provided and identify minimum acceptable staffing requirements for each activity by number of staff and professional qualification or job title.
- f) Identify the staff position(s) (job titles and minimum qualifications) responsible for the provision of service in each core program area.
- g) Provide an explanation of support for this application across the community including judges, law enforcement, public defenders, prosecutors and service providers.
- h) Fully describe plans for the use of subcontracts, cooperative agreements, or community resources in service delivery. Include the name(s) of the agencies providing support services as well as a copy of letters of commitment from them, if possible. Successful applicants must ensure that subcontractors meet all terms of the contract and administrative rules. Fully describe how the contractor will monitor policies and practices of any subcontractors to assure their compliance with the terms of the contract. Also, the contractor must be willing to use the same evaluation tools used by the department to evaluate any subcontractor's programs for minimum standards, contract compliance and program effectiveness. Finally, the department must approve all subcontracts associated with the successful application.

Contractors shall employ staff to provide direct services to youth and supervisory staff to ensure the delivery of services. Documentation of all deliverables is mandatory. Case records shall be maintained for all youth served according to the guidelines in Section 3 of the SOP for Contract Providers located at: <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf> Materials for the case records shall be provided by the Contractor.

Contractor must conduct ongoing internal quality assurance and performance evaluation. The quality assurance 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.

Contractors with Youth Services will be required to submit a monthly report on a format provided by OJJ by the 10<sup>th</sup> of each month.

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.

Contractor must provide the YS Continuous Quality Improvement Services unit with a quarterly report which includes the items specified in the OJJ Standard Operating Procedure for Contract

### **PART III: EVALUATION**

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

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

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Company Background and Experience	<b>25</b>

<ul style="list-style-type: none"> <li>• The applicant demonstrates experience in working on projects similar in size, scope and function; clients' references demonstrate satisfactory performance</li> <li>• The applicant has access to essential support services (administrative, fiscal, staff development).</li> <li>• The applicant describes staff orientation programs and in-service training for proposed programs</li> <li>• Any subcontractors to be used have experience providing the contracted services</li> <li>• The organizational chart demonstrates appropriate management, supervisory, and staff positions</li> </ul>	
<p>2. Approach and Methodology /Technical Requirements</p> <ul style="list-style-type: none"> <li>• The Applicant demonstrated knowledge and understanding of the scope of work.</li> <li>• The Applicant demonstrates the knowledge of all services to be performed.</li> <li>• The program approach is described adequately and specifically addresses the needs of the population to be served</li> <li>• Overall staffing patterns are conducive to achievement of specific goals, objectives and deliverables.</li> <li>• The program demonstrates an ability to achieve all specified outcomes for each scope of service</li> <li>• Application includes an internal performance monitoring and program evaluation system to track the specified outcomes in each scope of services.</li> <li>• The application should demonstrate how it will supplement existing programs in the community and contribute to the development of the local continuum of care.</li> </ul>	<b>25</b>
<p>3. Staff Qualifications</p> <ul style="list-style-type: none"> <li>• Application includes sufficient number of staff to deliver the proposed services.</li> <li>• Qualifications of staff are adequately described and are appropriate</li> <li>• Job descriptions for all staff are included and clearly outline the responsibilities.</li> </ul>	<b>20</b>
<p>4. Cost</p> <ul style="list-style-type: none"> <li>• Summary of potential cost per youth (PCPY) served (total monthly costs compared to proposed/potential # of youth served) (up to 15 points)</li> <li>• Summary of potential cost savings to the local community and state (up to 5 points)</li> <li>• Reasonableness of budget expenses (up to 5 points)</li> </ul>	<b>15</b>  <b>5</b>  <b>5</b>
<p>5. Location/Site</p> <ul style="list-style-type: none"> <li>• The application identifies the location of the physical facility and includes site and floor plans</li> <li>• The proposed site is appropriate and well suited to the program being offered.</li> <li>• Square footage is adequate to the program needs of the youth served.</li> </ul>	<b>5</b>

The site indicates that the applicant will be able to start the program within 30 calendar days of notice or receipt of signed contract, whichever is later.	
<b>TOTAL SCORE</b>	<b>100</b>

Applicants must receive a minimum score of 32.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology/Technical Requirements, Staff Qualifications and Location/Site to be considered responsive to the RFP. **Applications not meeting the minimum score shall be rejected and not proceed to further Cost evaluation.**

### 3.1 Cost Evaluation

a. The Applicant with the lowest PCPY shall receive 15 points. Other applicants shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 15)$$

Where: BCS = Computed cost score (points) for applicant being evaluated  
LPC = Lowest proposed PCPY of all applicants  
PC = PCPY applicant being evaluated

b. Youth Services will review the potential savings for local and state partners to assign a score between zero (0) and five (5).

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

The three scores will be added together to determine the total score.

## PART IV: PERFORMANCE STANDARDS

### 4.1 Performance Measures

The Contractor must track information for the performance measures listed below. The following information shall be reported monthly in accordance with the OJJ Standard Operating Procedure in a format provided by YS.

1. Number and percent of youth who successfully complete the program.
2. Number and percent of youth who have family participation in working toward alternatives to detention goals.
3. Number and percent of youth who demonstrate progress toward goals set forth in the diversion/alternatives to detention plan as evidenced by the quarterly progress report.
4. 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.com](http://www.caseylifeskills.com)).
5. Number and percent of youth and families who report benefiting from the program as evidenced by annual satisfaction surveys.
6. Number and percent of Staff who participate in professional development trainings.

### 4.2 Outcome Measures

The contractor must track information for the outcome measures listed below. The following information shall be reported monthly in accordance with the OJJ Standard Operating Procedures:

1. Number and percent of youth who demonstrate 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/>).
2. Number and percent of youth who did not receive a new adjudication while enrolled in the program.

3. Number and percent of youth served who do not reenter the Juvenile Justice System for 6, 12 and 18 months after completion of program (tracked by YS).
4. Number and percent of youth who received a negative drug screen at 3 and 6 months of being enrolled in the program.
5. Number and percent of youth who entered the custody of YS while enrolled in the program. (tracked by YS)
6. Number and percent of youth who transferred to a more restrictive setting prior to program completion (tracked by YS).
7. Number and percent of youth transferred to a similar setting prior to program completion (tracked by YS).

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

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

### **4.3 Monitoring Plan:**

The assigned Regional Program Specialist is the Contract Performance Coordinator for any contract resulting from this RFFP Solicitation and is responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance. The Regional Program Specialist will be primarily responsible for the day-to-day contact with the contractor.

Performance will be continuously monitored for compliance and measured against the requirements contained in the contract, and all other applicable standards in accordance with YS Policies. The assigned Regional Program Specialist/Contract Monitor will conduct regular site visits, including assessments of contract performance and compliance in accordance with the program risk rating.

The assigned contract monitor shall verbally notify the provider of any deficiencies noted in the contract monitoring tool prior to leaving the program, and follow-up in writing within ten (10) working days of the verbal notification. Notification shall include a deadline to address deficiencies and the date of the follow-up site visit.

If the provider fails to adequately address the noted deficiencies within the allotted timeframe, the assigned contract monitor shall notify the CBS Program Manager, and advise the provider to submit a written plan of action within five (5) working days.

The Community Based Services Program Manager shall report continued non-compliance to the Undersecretary and General Counsel to determine the appropriate sanction, as outlined in the Standard Operating Procedures, YS policy A.4.2., and may include removal of youth and termination of the contract.

**ATTACHMENT I: SAMPLE CONTRACT**

**SOCIAL SERVICES CONTRACT**

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

<b>Contractor Name:</b>	<b>Contractor Address:</b>	<b>Federal Tax ID Number:</b>
		<b>Louisiana Department of Revenue Account Number:</b>
<b>Beginning Date:</b>	<b>Ending Date:</b>	<b>Maximum Contract Amount:\$</b>

**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  (Contractor) , hereinafter referred to as "Contractor".

This contract, together with the Request for Application (RFP) and addenda issued thereto by YS, the application 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 application) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's application.

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:**

1) Program Name:	2) Type of Program:
3) Physical Address:	4) Mailing Address:
5) Telephone Number:	6) Fax Number:

The contractor shall be allocated up to \_\_ slots in the program.

**Specific referral/admission criteria:**

**Specific exclusions from referral/admission:**

**Goals and Objectives**

**Objectives**

## **Performance Measures**

### **Outcome Measures**

#### **1.1 STATEMENT OF WORK**

Youth will receive the following direct services:  
**(Service grid will be inserted here)**

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. PERFORMANCE MEASURES**

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work.

##### **1.1.2. MONITORING PLAN**

The Regional Program Specialist or their designee is the Contract Performance Coordinator for this contract and is responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance. The Regional Program Specialist will be primarily responsible for the day-to-day contact with the contractor.

The contractor shall participate in periodic program evaluations that are designed to ascertain how closely the treatment services adhere to the known principles of effective intervention.

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 monitoring/site visits, pursuant to the Program Risk Rating of Moderate Risk for non-residential facilities. Moderate Risk Programs shall be monitored bimonthly. The assigned contract monitor shall verbally notify the provider of any deficiencies noted in the contract monitoring tool prior to leaving the program, and follow-up in writing within ten (10) working days of the verbal notification. Notification shall include a deadline to address deficiencies and the date of the follow-up site visit.

If the provider fails to adequately address the noted deficiencies within the allotted timeframe, the assigned contract monitor shall notify the CBS Program Manager, and advise the provider to submit a written plan of action within five (5) working days.

The CBS Program Manager shall report continued non-compliance to the Undersecretary and General Counsel to determine the appropriate sanction, as outlined in the Standard Operating Procedures, YS policy A.4.2., and may include removal of youth and termination of the contract.

### **Reporting**

The Program's performance and outcome measures shall be reported to the regional program specialist/contract monitor by the 10th of each month following the date of service in a format provided by YS. Additionally, the contractor shall submit a written annual report that reflects the overall performance and outcome measures identified above.

##### **1.1.3. DELIVERABLES**

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



**1.1.4. 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.

**1.1.5. SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall 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 application.

**2 ADMINISTRATIVE REQUIREMENTS**

**2.1 TERM OF CONTRACT**

The terms of this contract is \_(date)\_ and continues through (date).

This contract is not effective until approved by the Director of the Office State Procurement in accordance with La. R.S. 39: 1595-1595.1 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 as provided in Section I (5). 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 1.1.2 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 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. Contractor's federal tax identification number is \_\_\_\_\_.

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

### **3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

#### **3.1 PAYMENT TERMS**

The Contractor shall bill YS the all inclusive rate of \$\_\_\_\_\_ per month not to exceed \$\_\_\_\_\_. 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 10<sup>th</sup> 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.

## **4 INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **4.1 CONTRACTOR LIABILITY**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

### **4.2 FORCE MAJEURE**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

### **4.3 INDEMNIFICATION**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

### **4.4 INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or

service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

#### **4.5 LIMITATIONS OF LIABILITY**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

#### **4.6 OTHER REMEDIES**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

### **5 CONTRACT CONTROVERSIES**

Any dispute 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 through informal dispute resolution. The Contractor shall be furnished a copy of the final decision of 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 then pursue resolution of any claim or controversy arising out of the contract according to the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

### **6 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.

### **7 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.

## **8 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, 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, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **9 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.

## **10 INDEPENDENT ASSURANCES**

Not Applicable for this solicitation.

## **13 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.

## **SECTION II. 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. Nationally Recognized Performance Based Standards**

Where standards or accreditation are available, contractor must comply with nationally recognized performance based standards or with the accrediting bodies. If such compliance or accreditation has not been obtained prior to the signing of the contract, 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 accreditation, the Contractor must continue to conform to the standards for the term of the contract.

### **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.

**F. Additional Program Requirements**

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, compliant monitoring to include “on-site” monitoring. Contractor will also work with the Office of Juvenile Justice PREA Coordinator in scheduling audits in accordance with the agency audit cycle established by YS. Failure to comply with PREA, including PREA Standards and US Policies, or to pass the PREA audit after any corrective action period may result in termination of the contract.

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

**SECTION III. STANDARD PROVISIONS**

**A. GOVERNING LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial 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 State Procurement, 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 State Procurement 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 five (5) 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 five years after completion or termination of this contract.

#### **H. 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.

#### **I. 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.

#### **J. 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.

#### **K. SANCTIONS**

YS may impose sanctions if the contractor fails to adhere to the provisions of the contract or Standard Operating Procedure for Contract Providers available on request and online at [www.ojj.la.gov](http://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 shall 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

#### **L. 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 other party. 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.

#### **M. CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

#### **N. CONTINUING OBLIGATION**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

#### **O. ELIGIBILITY STATUS**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**P. ENTIRE AGREEMENT, ORDER OF PRECEDENCE & 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.

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

_____	_____
(insert name)	James Bueche, Ph.D.
(insert title)	Deputy Secretary
(insert agency)	Youth Services
_____	_____
DATE	DATE
_____	_____
WITNESS	WITNESS

**ATTACHMENT II**

**Electronic Vendor Payment Solution:**

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

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

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
  
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

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

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**ATTACHMENT III:  
SAMPLE BOARD RESOLUTION**

MEETING OF THE BOARD OF DIRECTORS  
OF  
(ORGANIZATION'S NAME)

A meeting of the Board of Directions of (ORGANIZATION'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 ORGANIZATION) by his Signature, to enter into any and all contractual obligations on behalf of this ORGANIZATION.

---

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 application. 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 Applicants who are Individuals:

This attachment requires no response if the applicant is an individual.

### For Applicants 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 application as Attachment IV. 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 Applicants 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 IV, 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 APPLICATION**

The cost application 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 monthly rate and the proposed budget.**

NUMBER OF SLOTS/UNITS	MONTHLY RATE

**Location(s) where slots will be provided:** \_\_\_\_\_

**NOTE:**The Applicant must use the proposed budget, Attachment VI, Program Budget to calculate the monthly rate. For example; YS funding request column "Total Budget" divisible by "number of months" should equal the "monthly rate" proposed.

I understand that if I am awarded a contract as a result of this application, 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 monthly rate will remain constant.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**ATTACHMENT VI: PROGRAM BUDGET (One year to cover the term of the contract)**

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

The Applicant shall provide a budget that is inclusive and descriptive of all costs involved to provide the services under this cost reimbursement contract.

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 Applicant must use the proposed budget to calculate the monthly rate proposed on Attachment VI, Cost Application. 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 does not include any expense associated with direct service delivery to youth/families. Typically these expenses do 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.
- A cost worksheet may be used to detail and itemize expenses. Monthly invoice forms will be required for use upon awards of contracts and will be provided during contract negotiation.

**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.).

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.

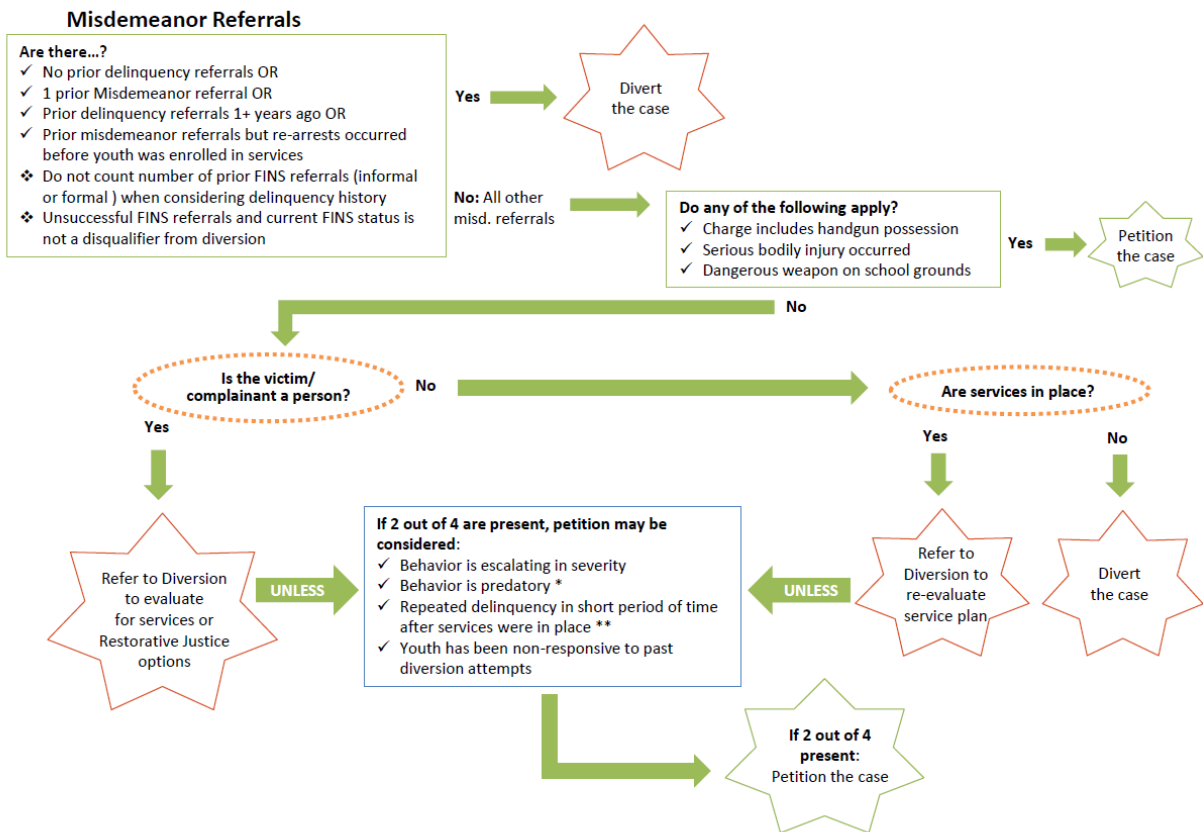
Additional information regarding budget categories may be found at:

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

# ATTACHMENT VII

# Flowchart

## ADA Decision Making Flowchart for Misdemeanor Delinquency Cases



\* Behavior is predatory: Targeting individuals with disabilities, very young children, or otherwise especially vulnerable victims

\*\* Repeated delinquency in short period of time after services were in place- only applies if services have been in place long enough for them to take effect.

ORLEANS PARISH POLICE REPORT – JUVENILE DIVISION
RISK ASSESSMENT INSTRUMENT

Juvenile Name: \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_ B of I #: J-\_\_\_\_\_ Race / Sex: \_\_\_/\_\_\_

Intake Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_:\_\_\_\_ AM PM Worker Name: \_\_\_\_\_

Brown Folder Number \_\_\_\_\_ Open Case Numbers: \_\_\_\_\_

\*\*\*\*\*

\*\*\*\*\*SELECT ONLY ONE POINT VALUE IN EACH CATEGORY\*\*\*\*\*

- 1. INTAKE OFFENSE (see next page for examples of offenses in each category)
Category A: Felony crimes of violence committed with a weapon, sex crimes, homicides.....17
Category B: Felony crimes of violence, PWITD/DST CDS, firearms offenses .....12
Category C: Other felonies .....7
Category D: Misdemeanor crimes of violence .....5
Category E: Other Misdemeanors .....3
Category F: Juvenile Court Warrants .....1

List Most Serious Charge: \_\_\_\_\_

Points \_\_\_\_\_

2. ADDITIONAL CHARGES IN THIS REFERRAL

- Two or more additional current felony offenses .....3
One additional current felony offense .....2
One or more additional misdemeanor OR violation of probation/parole OR FTA Warrant.....1
One or more status offenses OR No additional current offenses .....0

List Additional Charges: \_\_\_\_\_

Points \_\_\_\_\_

3. Prior Adjudications of Guilt (includes pleas under Article 896 and Alford)

- Two or more prior adjudications of guilt for felony offenses .....6
One prior adjudication of guilt for a felony offense .....4
Two or more prior adjudications of guilt for misdemeanor offenses .....3
Two or more prior probation or parole revocations .....2
One prior adjudication of guilt for an misdemeanor or status offenses .....1
No prior adjudications of guilt .....0

PRIOR ADJUDICATION OFFENSE(S): \_\_\_\_\_

Points \_\_\_\_\_

4. Petitions Pending Adjudication or Disposition

- One or more pending petitions/dispositions for felony offenses .....8
Two or more pending petitions/dispositions for other offenses .....5
One pending petition/disposition for another offense .....2

No pending petitions/dispositions .....0  
**PENDING OFFENSE(S):** \_\_\_\_\_

Points \_\_\_\_\_

**5. Current Supervision Status**

Parole .....4  
Probation based on a felony or misdemeanor crime of violence.....3  
Probation based on other offenses OR deferred disposition with conditions .....2  
Inactive probation OR Intake alternative to detention.....1  
None .....0

Points \_\_\_\_\_

**6. History of Failure to Appear** (within past 12 months)

Two or more warrants issued for FTA in past 12 months .....3  
One warrant issued for FTA in past 12 months .....1  
No warrants issued for FTA in past 12 months .....0

Points \_\_\_\_\_

**7. History of Escape / Runaways**

One or more escapes from secure confinement or custody .....4  
One or instances of absconding from non-secure, court-ordered placements in past 12 months .....3  
One or more runaways from home in past 12 months .....1  
No escapes or runaways within past 12 months .....0

Points \_\_\_\_\_

**8. Mitigating Factors** (select all that apply)

No law violation referral within the past year (applies only to youth with a prior history of violation).....-1  
First law violation referral (instant offense) .....-1  
No FTA warrant history (applies only to youth with delinquency court appearance history) .....-1

Points \_\_\_\_\_

**9. TOTAL SCORE:**..... \_\_\_\_\_

**Indicated Decision:** \_\_\_\_ 0-9 Release \_\_\_\_ 10-14 Detention Alternative \_\_\_\_ 15+ Secure Detention

**Actual Decision / Recommendation:** \_\_\_\_ Release \_\_\_\_ Alternative \_\_\_\_ Secure Detention

**\*If actual decision is different than indicated decision, supervisor signature is required for override\***

**Reason for override:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Supervisor Signature**

\_\_\_\_\_  
**Date**

**Category A:** Felony crimes of violence committed with a weapon, sex crimes, and homicides

See La Revised Statute 14:2 for any such crimes committed with a weapon, including but not limited to the following offenses and their attempts:

Solicitation for murder  
First degree murder  
Second degree murder  
Manslaughter  
Aggravated battery  
Aggravated rape  
Forcible Rape  
Simple Rape  
Sexual battery  
Second degree sexual battery  
Aggravated second degree battery  
Armed robbery  
Assault by drive-by shooting  
Aggravated assault with a firearm  
Aggravated assault upon a peace officer with a firearm  
Disarming a police officer  
Aggravated burglary  
Carjacking  
Aggravated kidnapping  
Illegal Discharge of Weapon  
Illegal Carrying of a Weapon and a Controlled Dangerous Substance

**Category B:** Felony crimes of violence, PWITD/DST CDS, firearms offenses

See La Revised Statute 14:2 for any such crimes committed without a weapon, including but not limited to the following offenses and their attempts:

Second degree battery  
Mingling harmful substances  
Intentional exposure to AIDS virus  
Second degree kidnapping  
Simple kidnapping  
Aggravated arson  
Aggravated criminal damage to property  
Aggravated burglary  
First degree robbery  
Simple robbery  
Purse snatching  
Extortion  
Carjacking (w/out a weapon)

**Category C:** Other felonies

Any other felony class offense not committed with a dangerous weapon or defined as a crime of violence under La.R.S. 14:2.

**Category D:** Misdemeanor crimes of violence

Any misdemeanor offense that has as an element the use, attempted use or threatened use of force against the person or property of another, including but not limited to:

Aggravated assault  
Simple battery

**Category E:** Other Misdemeanors

Any misdemeanor offense punishable by no more than six months in parish prison.

**Department of Juvenile Services  
DETENTION RISK ASSESSMENT INSTRUMENT**

Name: \_\_\_\_\_ File No. \_\_\_\_\_ DOB \_\_\_\_\_

Admit Date: \_\_\_\_\_ Admit time: \_\_\_\_\_ Ethnicity \_\_\_\_\_ Sex : M F

Primary referral offense: \_\_\_\_\_

**A. OFFENSE (Score only the most serious instant offense) DESCRIBE & CITE CODE SEC. IF KNOWN**

- Article 897.1 and Article 305(B)(2) offenses ..... 10
- Assaultive felonies against persons including sex felonies ..... 10
- Possession of weapon..... 10
- Verified Complaint, 90 Day order, Remand, Bench Warrant ..... 10
- Simple Burglary of an Inhabited Dwelling..... 8
- PWITD Narcotics (Heroin ONLY)..... 8
- Domestic violence offenses..... 7
- Felony property crimes including auto..... 5
- Felony possession of narcotics/drugs ..... 5
- Other felonies not covered above..... 4
- Misdemeanors..... 3

Mandatory Detention – Stop Scoring

A. \_\_\_\_\_ OFFENSE POINTS

**B. PRIOR OFFENSE HISTORY (Score only one of the following)**

- Felony crimes petition pending (within 24 months)..... 3
- Currently in State Custody (OYD)..... 5
- Prior felony adjudication within the last 12 months ..... 6
- Prior felony adjudication within the last 36 months ..... 3
- Prior misdemeanor adjudication within the last 6 months ..... 3
- Documented escape from secure custody, last 18 months. .... 5

B. \_\_\_\_\_ HISTORY POINTS

**C. AGGRAVATING FACTORS (Add all that apply, up to 5 points)**

- Multiple misdemeanor offenses are alleged for this referral ..... 1
- Multiple felony offenses are alleged for this referral ..... 3
- Confirmed runaway history or Non-Secure placement within 6 months..... 1
- Documented Court FTA within the last 12 months ..... 1
- Currently is under conditions of release/probation/parole supervision or has been in the last 6 months under Court ordered conditions of probation or parole ..... 1
- Minor tested positive for drugs at time of interview for RAI..... 1

C. \_\_\_\_\_ AGGRAVATION POINTS

**D. MITIGATING FACTORS (Subtract all that apply, up to 2 points)**

- Parent or relative is able to assume immediate responsibility for minor..... 1
- No arrests or citations within the last year ..... 1

D. \_\_\_\_\_ MITIGATION POINTS

TOTAL RISK SCORE (A + B + C – D) \_\_\_\_\_ →

**DECISION SCALE: 0-6 RELEASE, 7-9 RESTRICTED RELEASE, 10+ DETAIN**

**MANDATORY DETENTION CASES (Check as applicable)**

- \_\_\_\_\_ All offenses scoring 10 in category A
- \_\_\_\_\_ Court-Ordered (Bench Warrant, Verified Complaint, Remand, or 90 day order..etc)

**DETENTION OVERRIDE**

- \_\_\_\_\_ Parent, guardian or responsible relative cannot be located
- \_\_\_\_\_ Parent, guardian or responsible relative refuses to take custody of minor
- \_\_\_\_\_ Youth refuses to return home
- \_\_\_\_\_ Other. Juvenile is detained because \_\_\_\_\_

**RELEASE OVERRIDE**

\_\_\_\_\_ The Juvenile is released because: \_\_\_\_\_

**RISK INSTRUMENT COMPLETED BY:** \_\_\_\_\_, Detention Officer

DATE \_\_\_\_\_ TIME \_\_\_\_\_ AM/PM

**OVERRIDE APPROVAL (Supervisor signature required within 24 hours excluding Holiday and Weekends):**

Approved by: \_\_\_\_\_ Supervisor DATE \_\_\_\_\_

TIME \_\_\_\_\_ AM/PM



Circle Your Final Decision Below:

<b>FINAL DECISION:</b>	RELEASE	RESTRICTED RELEASE	DETAIN
------------------------	---------	--------------------	--------

**Additional resource**

**Juvenile Detention Risk Assessment; A Practice Guide for Juvenile Detention Reform #1**

**By the Annie E. Casey Foundation**

**<https://www.aecf.org/resources/a-practice-guide-to-juvenile-detention-reform-1/>**

# ATTACHMENT IX

Cranberry County Referrals Screened (RAD) - October 2010																								
	Total		Detained				Released with Conditions				Released				Auto Hold (Screened)		Not Screened							
	#	%	High Score	Medium Score	Low Score	High Score	Medium Score	Low Score	High Score	Medium Score	Low Score	High Score	Medium Score	Low Score	#	%	#	%						
<b>Gender</b>	<b>232</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>122</b>	<b>100%</b>	<b>45</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>6</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>24</b>	<b>100%</b>	<b>30</b>	<b>100%</b>	<b>0</b>	<b>-</b>
Female	28	12%	0	-	14	11%	11	24%	0	-	0	0%	1	20%	0	-	0	-	1	4%	1	3%	0	-
Male	204	88%	0	-	108	89%	34	76%	0	-	6	100%	4	80%	0	-	0	-	23	96%	29	97%	0	-
<b>Race/ethnicity</b>	<b>232</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>122</b>	<b>100%</b>	<b>45</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>6</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>24</b>	<b>100%</b>	<b>30</b>	<b>100%</b>	<b>0</b>	<b>-</b>
African American or Black	11	5%	0	-	7	6%	4	9%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
Asian	6	3%	0	-	4	3%	1	2%	0	-	0	0%	0	0%	0	-	0	-	0	0%	1	3%	0	-
Hispanic/Latino	175	75%	0	-	95	78%	29	64%	0	-	5	83%	4	80%	0	-	0	-	16	67%	26	87%	0	-
American Indian or Alaska Native	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
Native Hawaiian or Other Pacific Islander	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
White	33	14%	0	-	14	11%	10	22%	0	-	1	17%	1	20%	0	-	0	-	4	17%	3	10%	0	-
Other	7	3%	0	-	2	2%	1	2%	0	-	0	0%	0	0%	0	-	0	-	4	17%	0	0%	0	-
<b>Offenses</b>	<b>148</b>	<b>64%</b>	<b>0</b>	<b>-</b>	<b>94</b>	<b>77%</b>	<b>17</b>	<b>38%</b>	<b>0</b>	<b>-</b>	<b>6</b>	<b>100%</b>	<b>3</b>	<b>60%</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>24</b>	<b>100%</b>	<b>4</b>	<b>13%</b>	<b>0</b>	<b>-</b>
Felony Person	41	18%	0	-	33	27%	2	4%	0	-	1	17%	2	40%	0	-	0	-	3	13%	0	0%	0	-
Felony Property	49	21%	0	-	32	26%	5	11%	0	-	0	0%	1	20%	0	-	0	-	10	42%	1	3%	0	-
Felony Drugs	8	3%	0	-	4	3%	1	2%	0	-	1	17%	0	0%	0	-	0	-	2	8%	0	0%	0	-
Felony Weapons	10	4%	0	-	6	5%	0	0%	0	-	0	0%	0	0%	0	-	0	-	4	17%	0	0%	0	-
Other Felony	22	9%	0	-	13	11%	3	7%	0	-	4	67%	0	0%	0	-	0	-	2	8%	0	0%	0	-
Misdemeanor Person	8	3%	0	-	4	3%	3	7%	0	-	0	0%	0	0%	0	-	0	-	0	0%	1	3%	0	-
Misdemeanor Property	1	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	1	4%	0	0%	0	-
Misdemeanor Drugs	2	1%	0	-	1	1%	1	2%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
Misdemeanor Weapons	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
Other Misdemeanor	7	3%	0	-	1	1%	2	4%	0	-	0	0%	0	0%	0	-	0	-	2	8%	2	7%	0	-
Status Offense	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
Other Offense	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
<b>Technical Reasons for Detention</b>	<b>81</b>	<b>35%</b>	<b>0</b>	<b>-</b>	<b>25</b>	<b>20%</b>	<b>28</b>	<b>62%</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>0%</b>	<b>2</b>	<b>40%</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>0%</b>	<b>26</b>	<b>87%</b>	<b>0</b>	<b>-</b>
Warrant	21	9%	0	-	7	6%	6	13%	0	-	0	0%	0	0%	0	-	0	-	0	0%	8	27%	0	-
Court Order	9	4%	0	-	2	2%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	7	23%	0	-
Contempt of Court	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
Probation Violation	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
ATD Program Failure	51	22%	0	-	16	13%	22	49%	0	-	0	0%	2	40%	0	-	0	-	0	0%	11	37%	0	-
Placement Failure	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
Other Technical Violation	0	0%	0	-	0	0%	0	0%	0	-	0	0%	0	0%	0	-	0	-	0	0%	0	0%	0	-
<b>Unknown</b>	<b>3</b>	<b>1%</b>	<b>0</b>	<b>-</b>	<b>3</b>	<b>2%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>-</b>
<b>Total</b>	<b>232</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>122</b>	<b>100%</b>	<b>45</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>6</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>24</b>	<b>100%</b>	<b>30</b>	<b>100%</b>	<b>0</b>	<b>-</b>

07/15/2013: refCA9999\_101031\_101001\_120620LS1\_zz.csv, Site\_bio\_CA9990\_1207.xml, QRS.1.04.1.xls