REQUEST FOR PROPOSALS

For

NON-MEDICAL GROUP HOME

RFP #: 3000019330
Proposal Due Date/Time: JULY 21, 2022 @ 2 PM

State of Louisiana
Office of Juvenile Justice

(June 16, 2022)
TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION
1.1 Purpose ................................................................................................................................. 5
1.2 Background .......................................................................................................................... 5
1.3 Goals and Objectives .......................................................................................................... 7
1.4 Term of Contract .................................................................................................................. 7
1.5 Definitions ........................................................................................................................... 8
1.6 Schedule of Events .............................................................................................................. 10
1.7 Proposal Submittal ............................................................................................................. 11
   1.7.1 Electronic Proposal Submission ................................................................................. 11
   1.7.2 Hard Copy Proposal Submission ............................................................................. 11
1.8 Qualifications for Proposer ................................................................................................ 12
   1.8.1 Mandatory Qualification ......................................................................................... 12
   1.8.2 Desirable Qualification ......................................................................................... 13
1.9 Proposal Response Format ................................................................................................ 13
   1.9.1 Cover Letter .............................................................................................................. 13
   1.9.2 Table of Contents .................................................................................................... 13
   1.9.3 Executive Summary ............................................................................................... 13
   1.9.4 Company Background and Experience .................................................................. 14
   1.9.5 Approach and Methodology ................................................................................... 14
   1.9.6 Proposed Staff Qualifications ............................................................................... 16
   1.9.7 Location/Site .......................................................................................................... 17
   1.9.8 Veteran and Hudson Initiative Programs Participation ......................................... 18
   1.9.9 Cost Proposal .......................................................................................................... 19
   1.9.10 Certification Statement ......................................................................................... 19
   1.9.11 Outsourcing Key Controls .................................................................................... 19
1.10 Number of Copies of Proposals ........................................................................................ 20
1.11 Technical and Cost Proposals .......................................................................................... 20
1.12 Legibility/Clarity ............................................................................................................... 20
1.13 Confidential Information, Trade Secrets and Proprietary Information ......................... 21
1.14 Proposal Clarifications Prior to Submittal ....................................................................... 22
   1.14.1 Pre-Proposal Conference .................................................................................... 22
   1.14.2 Proposer Inquiries ................................................................................................. 22
   1.14.3 Blackout Period ...................................................................................................... 23
1.15 Errors and Omissions in Proposal .................................................................................... 23
1.16 Changes, Addenda, Withdrawals ..................................................................................... 23
1.17 Withdrawal of Proposal .................................................................................................... 24
1.18 Waiver of Administrative Formalities ............................................................................. 24
1.19 Proposal Rejection/RFP Cancelation .............................................................................. 24
1.20 Ownership of Proposal ..................................................................................................... 24
1.21 Cost of Offer Preparation ............................................................................................... 24
1.22 Taxes ................................................................................................................................. 24
1.23 Determination of Responsibility ..................................................................................... 25
1.24 Use of Subcontractors ...................................................................................................... 25
1.25 Written or Oral Discussions/Presentations ..................................................................... 25
1.26 Acceptance of Proposal Content .................................................................................... 26
1.27 Evaluation and Selection ................................................................................................. 26
1.28 Best and Final Offers (BAFO) ......................................................................................... 26
1.29 Contract Award and Execution ...................................................................................... 26
PART II. SCOPE OF WORK/SERVICES

2.1 Scope of Work

2.2 Task and Services

2.3 Deliverables

2.4 Project Requirements
PART III. EVALUATION
3.1 Cost Evaluation .................................................................44
3.2 Veteran Hudson Initiative ..................................................45

PART IV. PERFORMANCE STANDARDS
4.1 Performance Requirements ..............................................47
4.2 Performance Measures .......................................................47
4.3 Outcome Measures .............................................................47
4.4 Monitoring Plan .................................................................48
4.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements ..........49

ATTACHMENTS
Attachment I - Certification Statement ........................................50
Attachment II - Sample Contract ..............................................52
Attachment III - Electronic Vendor Payment Solution ......................65
Attachment IV – Sample Board Resolution for Corporations ................66
Attachment V – Disclosure of Ownership of Entity ...........................67
Attachment VI – Cost Proposal ...................................................68
Attachment VII – Program Budget ............................................69
Attachment VIII – Proposal Checklist ........................................73
Attachment IX – Standard Operating Procedures for Contract Providers ..........74
REQUEST FOR PROPOSAL
FOR
Non Medical Group Home

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (referred to hereinafter as YS or the State) for the purpose of inviting proposals from qualified individuals and firms to provide Non-Medical Group Home (NMGH) services for youth who are under the custody of Youth Services (YS). Education services shall be provided by the local school district within the attendance zone of the residential facility. Exceptions must have prior approval by the Office of Juvenile Justice.

A non-medical group home is a residential community-based structured behavioral treatment program that serves youth who have been adjudicated delinquent or in need of services.

The State intends to award multiple contracts from this RFP.

1.2 Background

The Office of Juvenile Justice is a cabinet-level agency whose head, the Deputy Secretary, reports directly to the Governor of Louisiana.

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

OJJ administers six (6) programs: Administration, three (3) regional secure care centers, Field Operations, Contract Services, Auxiliary and Louisiana Housing for Juvenile Offenders.

OJJ operates three (3) 24-hour secure facilities for males: Swanson Center for Youth in Monroe; its satellite facility, Swanson Center for Youth at Columbia; and Bridge City Center for Youth in Bridge City, near New Orleans. Secure care for girls is provided through a contract with Ware Youth Center in Coushatta, Red River Parish.

Through prevention and diversion programs, OJJ also serves youth in the community who are not involved in OJJ system. The Community Services program provides probation and parole supervision, and coordinates both residential and non-residential treatment services for delinquent youth, as well as status offenders and their families. Regional offices are located in Alexandria, Baton Rouge, Hammond, Lafayette, Lake Charles, Monroe, Natchitoches, New Orleans, Shreveport, Tallulah and Thibodaux.
As a responsible steward of public funds, the Louisiana Office of Juvenile Justice is committed to funding evidence-based effective correctional treatment program models. The State has invested in ongoing training regarding what is commonly known as the “What Works” model. An emerging body of evidence (primarily through meta-analyses) demonstrates the efficacy of correctional treatment as a means to prompt offender change and reduce recidivism (see Gendreau and Andrews 1994; Van Voorhis, Cullen, & Applegate 1995; Latessa and Holsinger 1998). These studies stress the following key principles of effective intervention with correctional clients:

- Residential services, behavioral in nature, focus on offenders who have presented higher community risk, as determined by the Structured Assessment of Violence Risk in Youth (SAVRY) or other evidence-based standardized assessment.
- Consistent behavioral interventions and strategies conducted by qualified staff.
- Target criminogenic needs: crime producing behaviors.
- Attention to responsivity issues of correctional client.

Supervision, accountability, competency development and the valid assessment of treatment progress must coalesce for community safety to be realized. Successful return to the community requires close coordination throughout the stages of treatment, among the treatment teams, and the family to the fullest extent possible in order to develop and implement a reintegration plan for the youth’s return to the community. In turn, the reintegration plan shall recognize and support the progress, strengths and changes made by the youth.

LA Revised Statute 15:901 which addresses juvenile institutions in Section (G)(1)(e) mandates that the Department is to place children in the setting most appropriate to their needs, including any non-residential, community-based residential and institutional programs operated by the Department of Public Safety and Corrections, as well as programs operated by other public or private agencies with which the department enters into contractual or purchase of services arrangements.

Non-Secure Care, more commonly called Residential Placement, is a less restrictive means of providing custody for youth in need of treatment and out of home placement, but do not pose a serious threat to public safety. When a judge places a youth in YS custody, the youth is assessed to determine if he or she is appropriate for residential placement. In addition, secure care youth may be “stepped down” to non-secure care/residential placement to prepare them for their return home. All residential placements are run by nonprofits who contract with YS.

OJJ services include:

- Evaluation and diagnostic services for youth adjudicated delinquent and children of families adjudicated in need of services (FINS).
- Alternative services to out-of-home placement for youth adjudicated delinquent and children of families adjudicated in need of services, and placed in the custody or supervision of OJJ.
- Treatment services in secure care facilities for youth adjudicated delinquent and placed in the custody of OJJ and who, as determined by the court and/or the agency, require this restrictive level of care and custody.
- Probation, parole, and other programs of supervision for youth adjudicated delinquent and youth in families adjudicated in need of services.
• Community services directed at prevention of juvenile delinquency, intake screening, and diversion as deemed appropriate by OJJ.

• The agency participates in programs for the purchase of care and treatment of youth taken into custody under the provisions of the Children’s Code, pending adjudication, disposition, placement, or any or all of the above.

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

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

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

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

1.3 Goals and Objectives
• To provide for the safety and well-being of the youth, program staff and community.
• 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’s family or guardian in order to facilitate the successful reintegration of the youth into the community.
• To facilitate appropriate aftercare planning and services directed at reintegration.

1.4 Term of Contract

The term of any contract resulting from this RFP is anticipated to begin on or about September 1, 2022 and is anticipated to end on July 30, 2025. 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 Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency</strong></td>
<td>Specifically, Youth Services. Generally, any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.</td>
</tr>
<tr>
<td><strong>CBS</strong></td>
<td>Community Based Services</td>
</tr>
<tr>
<td><strong>Contract Program Specialist/Monitor</strong></td>
<td>An agency employee assigned to review program effectiveness, compliance with contract provisions and accepted standards and public policy or state law; assists in staff development and provides technical assistance to support quality and compliance, as needed.</td>
</tr>
<tr>
<td><strong>Contractor</strong></td>
<td>Any person having a contract with a governmental body; the selected Proposer.</td>
</tr>
<tr>
<td><strong>Criminogenic Risk Factors</strong></td>
<td>Risk factors correlated with criminal conduct. For example, antisocial/pro-criminal attitudes, values and beliefs, pro-criminal peers and isolation from pro-social others, temperamental and antisocial personality patterns, history of antisocial behavior, family factors, low educational or financial achievement, low levels in pro-social leisure activities, abuse of alcohol or drugs</td>
</tr>
<tr>
<td><strong>Crisis</strong></td>
<td>Any situation that places a client at risk of violating probation or physical/emotional harm, such as, criminal behavior, arrest, family abuse, neglect, or runaway.</td>
</tr>
<tr>
<td><strong>Day</strong></td>
<td>12:01 a.m. to 12:00 p.m.</td>
</tr>
<tr>
<td><strong>DCFS</strong></td>
<td>Department of Children and Family Services</td>
</tr>
<tr>
<td><strong>Discussions</strong></td>
<td>For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.</td>
</tr>
<tr>
<td><strong>DOA</strong></td>
<td>Division of Administration</td>
</tr>
<tr>
<td><strong>Evidence Based Practice</strong></td>
<td>Best practice that has been tested on a control group in an academic setting to determine scientifically the practice’s ability to produce positive outcomes.</td>
</tr>
<tr>
<td><strong>FINS</strong></td>
<td>Families in Need of Services</td>
</tr>
<tr>
<td><strong>HiSET</strong></td>
<td>High School Equivalency Test</td>
</tr>
<tr>
<td><strong>Individual Treatment/Intervention Plan (ITP/IIP)</strong></td>
<td>An individualized plan for each youth describing the intervention used to address specific need area.</td>
</tr>
<tr>
<td><strong>ISP</strong></td>
<td>Individualized Service Plan</td>
</tr>
<tr>
<td><strong>Level I youth</strong></td>
<td>Youth placed in OJJ custody that do not meet the criteria on the Residential Level Determination Form to be eligible for Level II residential care.</td>
</tr>
<tr>
<td><strong>Level II youth</strong></td>
<td>Youth placed in OJJ custody and determined to be eligible for Level II residential care based on scoring utilizing the Residential Level Determination Form. Some of the criteria used in the determination of the youth’s level includes but is not limited to: being requested for removal due to behavior; had three (3) or more placements disrupted in the last sixty (60) days due to behavior; sexually assaulted or molested another person; physical aggression towards authority figures and adults; requires six (6) – sixteen (16) hours a day of direct, focused and enhanced supervision and behavior management in order to maintain the youth in a community based living situation; has attempted suicide in the past ninety (90) days; has a history of suicidal threats; in the past ninety (90) days engaged in risky behaviors that pose a threat to the safety of self and others; in the past ninety (90) days, the youth is regularly physically aggressive towards peers or intimidates them; and in the past ninety (90) days, the youth regularly breaks laws or rules that do not involve physical damage or injury to people or property.</td>
</tr>
<tr>
<td><strong>Multidisciplinary Team (MDT)</strong></td>
<td>A group of individuals from diverse disciplines who provide comprehensive assessment and consultation and assist in identifying the goals of the Individual Treatment/Intervention Plan. The MDT should include facility, community providers, mental health professionals, educators, Agency staff, youth and family members.</td>
</tr>
<tr>
<td><strong>Non-Medical Group Home (NMGH)</strong></td>
<td>A residential community-based structured behavioral treatment program that serves youth who have been adjudicated delinquent or in need of services</td>
</tr>
<tr>
<td><strong>Non-Secure Care</strong></td>
<td>A placement that provides housing, supervision, and rehabilitative care for youth between the ages of 12 and 17 in the custody of YS. These facilities are usually characterized by a lack of physical security such as perimeter fences, security locks and controlled access.</td>
</tr>
<tr>
<td><strong>OJJ</strong></td>
<td>Office of Juvenile Justice</td>
</tr>
<tr>
<td><strong>OSP</strong></td>
<td>Office of State Procurement</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>The desired impact and effectiveness of the services on the client must be measurable and observable.</td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Per Diem</strong></td>
<td>An allowance or payment made for each day per youth.</td>
</tr>
<tr>
<td><strong>PREA</strong></td>
<td>Prison Rape Elimination Act</td>
</tr>
<tr>
<td><strong>Program Slots</strong></td>
<td>Contract designation for the approved number of youth who can be assigned to a program at any one time.</td>
</tr>
<tr>
<td><strong>Proposal</strong></td>
<td>A response to an RFP.</td>
</tr>
<tr>
<td><strong>Proposer</strong></td>
<td>A firm or individual who responds to this RFP.</td>
</tr>
<tr>
<td><strong>Provider</strong></td>
<td>An individual or organization providing services to Youth Services, through a duly executed contractual agreement. The terms “Contractor,” “facility” and “program” are also used to mean “provider”.</td>
</tr>
<tr>
<td><strong>Region</strong></td>
<td>An organizational subdivision of Youth Services with a defined geographical location.</td>
</tr>
<tr>
<td><strong>Residential Level Determination Form</strong></td>
<td>Form used by OJJ and the Department of Children and Family Services (DCFS) to determine the level of residential care and billing reimbursement.</td>
</tr>
<tr>
<td><strong>Responsivity Factors</strong></td>
<td>The learning style and characteristics of youth which can affect their engagement in treatment.</td>
</tr>
<tr>
<td><strong>RFP</strong></td>
<td>Request for Proposals.</td>
</tr>
<tr>
<td><strong>SFY</strong></td>
<td>State Fiscal Year</td>
</tr>
<tr>
<td><strong>Shall, Must or Will</strong></td>
<td>Denotes mandatory language, a requirement that must be met without alteration.</td>
</tr>
<tr>
<td><strong>Should, Can or May</strong></td>
<td>Denotes a desirable action.</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.</td>
</tr>
</tbody>
</table>
Structured Assessment of Violence Risk in Youth (SAVRY) | An evidence-based assessment designed to assist professionals in making judgments about a youth’s needs for case planning. This assessment comprises 24 risk/need items which were identified in existing research (SAVRY: Bartel, Borum and Forth, 2000) on adolescent development, delinquency and aggression in youth. Six protective factors are included in the SAVRY which have also been identified by current research as potentially mitigating the risk of future violence and delinquent activity. The SAVRY utilizes a structured, professional judgment method of assessment, meaning the YS Employee completing the assessment rates the youth on a number of evidence-based risk factors and then weighs all the information to come to a final judgment that the youth is Low, Moderate or High risk for future violence and/or general reoffending.

Using Agency | The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

Youth | A young person adjudicated delinquent or Families in Need of Services (FINS) and placed in custody or under the supervision of Youth Services.

YS | Youth Services

1.6 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertised in newspapers and post to LaPac</td>
<td>June 16, 2022</td>
</tr>
<tr>
<td>Deadline for receipt for written inquiries</td>
<td>June 23, 2022 @ 2:00 PM CST</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>July 6, 2022</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>July 21, 2022 @ 2:00 PM CST</td>
</tr>
<tr>
<td><strong>All proposals shall remain sealed until the date and time listed.</strong></td>
<td></td>
</tr>
<tr>
<td>Notice of Intent to award announcement, and 14-day protest period begins on or about</td>
<td>To be scheduled</td>
</tr>
<tr>
<td>Contract execution</td>
<td>To be scheduled</td>
</tr>
</tbody>
</table>

**NOTE:** The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.
1.7 Proposal Submittal
Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified. Proposers shall submit an electronic proposal, in accordance with Section 1.7.1, OR a hard copy (printed) proposal, in accordance with Section 1.7.2. Proposers are solely responsible for ensuring their proposal is submitted to the State by the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable.

1.7.1 Electronic Proposal Submission
If submitting electronically, the proposal must be uploaded to https://stateofla.app.box.com/f/bd44a56e697b493e9b6c754723b521fb before the date and time specified in the Schedule of Events. Uploaded submissions are the only acceptable method of electronic proposal delivery. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is successfully uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box_submission-link.pdf

1.7.2 Hard Copy Proposal Submission
If submitting by hard copy, the proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Marvel Adams
Office of Juvenile Justice
7919 Independence Blvd
State Police Bldg. 1st Floor
Baton Rouge, LA 70806
225-287-7900.

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

NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS of Monday through Friday, 8:00 AM and 2:00 PM.

1.8 Qualifications for Proposer

1.8.1 Mandatory Qualifications:
Proposers must meet the following qualifications prior to the deadline for receipt of proposals:

- The Proposer must provide evidence that it has adequate financial resources to operate for ninety (90) calendar days.
  - Proposers with existing programs shall provide an audited financial statement for the past two (2) years prepared by a Certified Public Accountant. The proposal shall include an independent audit for State Fiscal Year (SFY) 2019 and 2020 however, if the SFY 2020 audit has not been completed at the time the proposal is submitted, the SFY 2019 audit shall be submitted along with a certified statement from the Proposers Certified Public Accounting (CPA) firm verifying that the SFY 2020 audit shall be completed stating the projected completion date. A compiled financial statement is unacceptable.
    - Financial resources will be measured as follows:
      Current Assets - Current Liabilities = must be no less than twenty-five percent (25%) of the annual operating cost of the program proposal submitted.
    - Proposers with new programs must provide proof of the financial ability to operate for ninety (90) calendar days as demonstrated by a line of credit through a financial institution.
      - A successful Proposer with a new program will be required to obtain and provide audited financial statements when requested by YS during the contract term.
- The Proposer shall also divulge any bankruptcies and the particulars thereof (include a credit report, if applicable).

1.8.2 Desirable Qualifications

- The Proposer should possess all licenses and/or certifications and education required by the Department of Children and Family Services (DCFS), Bureau of Licensing and Certification (BOL) specifically a Residential Home Type IV or Type I Facility License, the Department of Health, Office of Health Standards, or the programs accrediting body to obtain the Health Inspection.
  - The successful Proposer shall provide copies of all required licenses and certificates prior to contract execution.

1.9 Proposal Response Format

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

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer’s official business letterhead explaining the intent of the Proposer.
1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

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

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

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, and number of years in business.

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

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to meet or exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

Further, if governed by a board, the Proposer should list the names and contact information of Board of Directors and provide a copy of the Board's Resolution (see Attachment IV for sample).

The Proposer should include a letter of Tax Exempt Status, if applicable.

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

1.9.5 Approach and Methodology

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

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

Present innovative concepts for consideration. Innovative concepts may include new methods, tools, or technology used in performing services that provide value to the State or enhance efficiency of the program. Describe the method of internal quality assurance and program evaluation, including performance measures utilized, specific measurement tools, specific details of how and how often survey data will be compiled and used, specific, and the frequency of measurement. Fully describe all aspects of the proposed services and demonstrate how they will specifically address the needs of the youth to be served, the ability to achieve all specified outcomes in Section 4.3 Outcome Measures, and how these services will supplement existing programs in the community and contribute to the development of the local continuum of care.

- Describe and demonstrate the Proposer's ability to operate residential treatment programs for youthful offenders based upon evidence-based standards of practice for correctional treatment, and identify the applicable standards in the proposal.
- Identify the evidence-based research that supports the services to be provided to the target population at all of the levels required in this RFP.
- Describe the evidence-based curriculum which will be used in the delivery of the core cognitive-behavioral, social learning, offense specific services. Provide a copy of the manuals and curricula. (Curricula may include: Thinking for a Change (T4C), Moral Resonation Therapy (MRT), Anger Replacement Training (ART), Reasoning and Rehabilitation (R&R)).
- List and describe the direct services to be provided at each level of care. Provide copies of weekly program schedules and curriculum materials.
- Demonstrate and describe where and how core services will be provided including: at least five (5) hours of group counseling per week to moderate risk youth or at least eight (8) hours of group counseling per week to high risk youth; mandatory education and special education services; medical and mental health services and substance abuse treatment services at levels appropriate to each youth's identified need.
- Describe the process, sequence, and frequency of service delivery, pre-admission through reintegration planning; list the support services to be provided by entities outside of the proposing entity, the sources of those services and describe any cooperative agreements that assure their delivery.
- Describe and demonstrate the use of strategies for treatment that can be reasonably and safely transferred to services provided at lower levels of care and in community-based settings and that have been demonstrated to be research based or accepted as good practice within the juvenile justice field.
- 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.

- Identify the staff position(s) (job titles and minimum qualification) responsible for the provision of service in each core program area.

- Provide a weekly schedule for each of the professional level staff positions, including but not limited to specific plans for group facilitator coverage and education.

- Specifically discuss the integration of case management, clinical, education, medical and the supervision elements of the proposed program. Describe how critical information from each of these areas will be shared internally and with the larger treatment team.

- List types of recreational and leisure activities available and specifically describe plans for providing supervision of youth during these activities.

- Describe vocational education, and/or employment services that may be a part of the program and specifically describe plans for supervision of youth during these activities.

- Fully describe plans for the use of subcontracts, cooperative agreements, or community resources in service delivery. Include the name(s) of the entities providing support services as well as a copy of letters of commitment from them, if possible.

- Fully describe how the Proposer will monitor policies and practices of any proposed subcontractors to assure their compliance with the terms of the contract, if applicable.

- List types of religious services available and provide a copy of a policy clearly making religious participation voluntary for each juvenile.

- Describe any access that residents will have to the community and describe how outings will be documented in accordance with the OJJ Standard Operating Procedures for Contract Providers for home/community passes and other community outings.

- Describe how youth will be monitored by the program while on community/home pass.

- Describe the process and requirements for youth as they progress through services for moderate and high risk youth. Document that reintegration services will be available for youth through referral and coordination with other programs.

- Include a detailed, written plan for ongoing internal quality assurance and performance evaluation. The quality assurance plan should 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.

- Demonstrate the Proposer’s understanding of the needs of youth in residential care for comprehensive health, mental health, and dental care services and indicate how they believe they can best assist the State in accomplishing its goal to develop an action plan matrix demonstrating the steps required to achieve the selection of qualified vendors.

- Describe the method of internal quality assurance and program evaluation.

- Identify specific performance measures to be adopted by the program and describe how they will be measured regularly (identify specific measurement tools).
Describe how and how often the survey data that is compiled will be used by the program.

1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. A list of staff requirements may be found in Section 2 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

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

If subcontractor personnel will be used, the Proposer should clearly identify these persons and provide the same information requested for the Proposer's personnel.

The Proposer should address how the overall staffing patterns are conducive to the achievement of all goals and objectives, and should address hiring practices that will be used to replace employees who leave their employment.

Staff Requirements:

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

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

The Proposer should include the following information:

- Describe staffing patterns, including administrative and programmatic, and demonstrate that there is sufficient staff to deliver the proposed programs.
- Describe staff orientation and in-service training for proposed program
- Organizational chart
- Resume for program director
- Resume for Case Manager

The following positions, listed below, are mandatory. See Attachment IX: Standard Operating Procedures for Contract Providers for position descriptions.
1.9.7 Location/Site

The Proposer should identify the location(s) of the physical facility(ies), giving the physical address, and include site and floor plans. Photographs of the facility(ies) may be provided. Square footage of the facility should be provided, along with the number of youth the facility can house. The Proposer should describe all amenities of the facility and surroundings, including security measures taken to safely house the youth.

The Proposer should provide either proof of ownership of the premises or submit proof of right to occupancy in the form of a lease or similar document upon contract award. An agreement to lease upon contract award is also acceptable. The successful Proposer shall start the program within thirty (30) calendar days of notice or receipt of signed contract, whichever is later. The Proposer should also disclose any known zoning issues that may have a negative effect on the proposed type of occupancy.

1.9.8 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship(s) (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: https://smallbiz.louisianaeconomicdevelopment.com.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

In RFP’s requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan.
Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.


The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### 1.9.9 Cost Proposal

Proposers shall provide a per diem rate for each Level I youth proposed to be served. This per diem rate shall be inclusive of all reimbursable expenses.

**NOTE:** All youth come in at Level I which will be the per diem which the Proposer develops. The Level II rate is already set and will be provided to the successful Proposer during contract negotiations. The Contractor will be provided prior approval by OJJ before invoicing at the Level II rate for youth who have been determined to be Level II.

Proposers shall also provide a three (3) year Program Budget indicating how expenses are allocated. Proposers shall utilize Attachment VII (budget and budget narrative with itemized listing of all expenses or fees), to provide this information, with as much detail as possible.
Youth Services will review the reasonableness of the budget information provided to support the per diem rate. The budget information should fully support the per diem presented. The budget should also reflect adequate resources and staff to provide the services proposed without overinflating or under bidding the amount required to fully operate the program.

1.9.10 Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement. If the Proposer is submitting an electronic proposal, then the Proposer must sign electronically or submit a scanned signature on Attachment I, Certification Statement.

1.9.11 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.10 Number of Copies of Proposals

For electronic proposal submission, the State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

For hard copy (printed) proposal submission, the State requests that three (3) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following for electronic proposal submissions:

- One (1) technical proposal in PDF and Microsoft Word formats. The file should be named: 3000019330 - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file should be named: 3000019330, Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file should be named: 3000019330, Redacted Technical Proposal - [Proposer Name].

The State requests the following for hard copy (printed) proposal submissions:

- One (1) Original (clearly marked “Original”) and three (3) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked “Original”) and three (3) numbered copies of the cost proposal. All should be clearly marked cost proposal.
• One (1) redacted technical proposal, if applicable.
• Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

1.12 Legibility/Clarity

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

1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted
copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having
this copy reviewed by an evaluation committee member. The redacted copy should also state
which sections or information has been removed. The proposer should also submit one (1)
electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal
will be the copy produced by the State if a competing proposer or other person seeks review or
copies of the Proposer’s confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep
information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential.
By submitting a proposal with data, information, or material designated as containing trade secrets
and/or privileged or confidential proprietary information, or otherwise designated as "confidential",
the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the
State harmless against all actions or court proceedings that may ensue which seek to order the
State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained
therein, available to OSP personnel, the Office of the Governor, or other State Agencies or
organizations for the sole purpose of assisting the State in its evaluation of the proposal. The
State shall require said individuals to protect the confidentiality of any specifically identified
proprietary information or privileged business information obtained as a result of their participation
in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have
failed to properly assert the designation of trade secrets and/or privileged or confidential
proprietary information and the information may be considered public records.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

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

Name: Marvel Adams, RFP Coordinator
E-mail: Marvel.Adams@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP
received from potential Proposers. Written inquiries must be received by the date and time
specified in the Schedule of Events. The State shall reserve the right to modify the RFP should
a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date
Only Marvel Adams, or her designee, has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

**Note:** LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website [https://www.doa.la.gov/doa/osp/]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers 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/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagovvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor resources at: https://www.doa.la.gov/doa/osp/.

### 1.14.3 Blackout Period

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

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

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

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

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the
proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15   Error and Omissions in Proposal

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

1.16   Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwcfprd.doa.louisiana.gov/OSP/ODAPAC/PubMain.cfm.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17   Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due.

To withdraw an electronically submitted proposal, a written request signed by the authorized representative of the Proposer must be uploaded to https://stateofla.app.box.com/f/bd44a56e697b493e9b6c754723b521fb

To withdraw a hard copy (printed) proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in the RFP.

1.18   Waiver of Administrative Informalities

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

1.19   Proposal Rejection/RFP Cancellation

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

1.20   Ownership of Proposal

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

1.21   Cost of Offer Preparation

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

1.22 Taxes

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

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 the contract by the Office of State Procurement. The prospective Contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and 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 the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the 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.

1.23 Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2356. The State must find that the selected Proposer:

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

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

1.24 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 RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.
If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

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

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the Agency’s program objectives. If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria in Part III Evaluation. The cost score will remain unchanged. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

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

1.29 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 proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.
The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

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

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

**1.30 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 Proposer with the highest score.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

**1.31 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

**1.32 Insurance Requirements for Contractors**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.
1.32.1 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.32.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.32.2.4 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30
days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.33 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.34 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
   
a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

   b. The Contractor’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

2. Workers Compensation and Employers Liability Coverage

   To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages
   
a. All policies must be endorsed to require thirty (30) days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

   b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

   c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

   d. Any failure of the Contractor to comply with reporting provisions of the policy shall not
affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.35 Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.36 Verification of Coverage

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

   State of Louisiana
   Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice, Its Officers, Agents, Employees and Volunteers
   7919 Independence Blvd, State Police Building
   Non-Medical Group Home

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.37 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

1.38 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have
no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

1.39 Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and responsibilities under this section. Contractor shall obtain the State’s written consent before entering into any settlement or dismissal.

1.40 Liability and Indemnification

1.40.1 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.

1.40.2 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.

1.40.3 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.

1.40.4 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.

1.40.5 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.

1.40.6 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.

1.41 Payment

The Contractor shall bill YS at the rate of (Insert Proposed per diem rate) for up to (insert number of youth) per day for youth determined to be Level I youth at entry. With pre-approval and documentation of Level II determination Contractor shall bill YS at a rate of (insert predetermined rate) for youth determined to be a Level II youth. 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 tenth (10th) of each month for actual units provided during the preceding calendar month. All invoices must be submitted in the YS format provided to the Contractor 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 the 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.

1.41.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State’s bank to the payee’s bank. Please see Attachment III: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.
1.42 Termination

1.42.1 Termination of the Contract for Cause

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

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

1.42.2 Termination of the Contract for Convenience

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

1.42.3 Termination for Non-Appropriation of Funds

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

1.43 Confidentiality of Data

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

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Agency.

1.44 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 shall be allowed to 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.

1.45 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.

1.46 Licenses, Certificates, Inspections

Contractor shall comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and shall demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) business days after renewal. Loss of license will result in penalties equal to the per diem 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.

1.47 Staff Vacancies

All staff vacancies shall be filled as soon as possible but no later than thirty (30) calendar 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 the contract and in YS policy.

1.48 Assignment

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

1.49 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Office of Juvenile Justice, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.50 Civil Rights Compliance


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.

1.51 Record Ownership

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

1.52 Entire Agreement/Order of Precedence

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

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

1.53 Contract Modifications

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

1.54 Substitution of Personnel
The Contractor’s personnel assigned to the Contract shall not be replaced without the prior 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 a project outside the contract, outside of the State’s or Contractor’s reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.55 Governing Law

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

1.56 Claims or Controversies

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

1.57 Code of Ethics

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

1.58 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Louisiana’s Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana’s Secretary of State.

1.59 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.60 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 the 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.

1.61 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.

1.62 Eligibility Status

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

1.63 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 Children and Family Services, 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 (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to “self-monitoring requirements” YS will conduct announced or unannounced, compliance monitoring to include “on-site” monitoring. 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.

1.64 Security

Contractor’s personnel shall comply with all security regulations in effect at the State’s premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services’ Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/

1.64.1 Cybersecurity Training
In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.
PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work

Residential care is defined as services that are delivered through a multidisciplinary approach and are individualized, planned, culturally relevant, and strength-based. The integrated concentration of services with daily living routines distinguishes residential care from other types of child welfare services and should not be used as the preferred or only response to a crisis. Smooth transition both in and out of residential care is critical to the success for any child and family intervention. Residential care should only be considered when it is the most appropriate service available to meet the needs of the child being considered for placement. Residential care provides a chance to work on issues in a structured, safe clinically supported, and orderly environment. Residential care presents an opportunity to improve the safety, permanency, and well-being of a child through a specialized offering of services that are flexible to meet the particular needs of a child and his or her family or other permanency resource.

The NMGH level of care requires a setting, which provides room and board, and access to needed services for a child with emotional and/or behavioral management problems that interfere with the child’s ability to function in family, school and/or community setting. In this level of care, therapeutic services are offered in the community through a Medicaid provider. This basic type of placement should be limited to children whose needs cannot be met in their own home, traditional foster home, therapeutic foster home, or children who have reached their treatment goals in a more restrictive setting and are ready to be “stepped down” into a lesser restrictive setting.

The approximate number of treatment slots/units of service is one hundred (100) male slots statewide.

2.2 Task and Services

Youth who are referred to residential programs by Youth Services typically present with a wide range of difficult emotional and behavioral challenges; therefore, programs must possess the expertise and willingness to work with these youths. Contractor shall obtain dental, health and mental health care for youth in their care when needed. The Contractor shall obtain and maintain the appropriate license(s) for the chosen residential model. See Department of Children and Family Services, Bureau of Licensing website for further information: http://www.dcfs.la.gov/

Treatment interventions shall address moderate to severe behavioral/emotional problems, runaway behavior, sexual offenses, physical aggressiveness and low intellectual functioning. Treatment interventions should be able to serve Level I and Level II youth. Level determinations will be made by YS staff.

Youth housed in residential facilities require comprehensive health, mental health, and dental care services. Contractors shall provide YS with guidance and assistance in developing an action plan matrix to achieve the selection of qualified vendors for these services. Contractor shall obtain such care for the youth placed in Contractor’s facility in accordance with the action plan matrix.
The program structure shall:

1. Develop and provide ongoing reassessment of an Individual Treatment/Implementation Plan (ITP/IIP)
   - This shall be based upon the initial assessment of criminogenic risk, need and responsively factors, utilizing standardized instruments and involve the full multidisciplinary treatment team.
   - ITP/IIP development and modification shall be discussed at least monthly during case staffing and treatment team meetings based upon each youth’s documented progress.

2. Specifically provide services to youth who are at moderate or high risk to reoffend as identified in the assessment. The Contractor shall work with the reintegration provider/YS to transition youth from residential care to the community.

3. Develop and implement procedures to serve young and less mature youth separately from those who are older or more mature or sophisticated, including the modification of curricula as necessary

4. Adjust programming and curricula as necessary to meet the needs of youth who present other specialized needs such as learning disabilities and emotional disturbance.

5. Include specific written provisions for dealing with short-term behavioral crises within the proposed program and implement said provisions.

6. Include specific steps to involve parents or guardians throughout the treatment process and do so.

7. Include processes for planning and coordinating the development of reintegration services, as determined by the treatment team, with the reintegration provider/YS and do so.

8. Allow for the acceptance of youth from other state and contract operated programs for residential treatment services.

9. Demonstrate its ability to measure outcomes related to each of the core program components on a regular basis and do so.

10. Comply with the Standard Operating Procedures for Contract Providers as established, and revised, by YS.

11. At all times provide and maintain professional level staff that meets all requirements of Louisiana state law, rule and licensing standards regarding required education, training, experience and licensure or certification.

2.3 Deliverables

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

<table>
<thead>
<tr>
<th>SERVICE PROVIDED</th>
<th>STAFF POSITION PROVIDING SERVICE</th>
<th>FREQUENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Orientation</td>
<td>Staff</td>
<td>Within 24 hours of arrival</td>
</tr>
<tr>
<td>Incentive-Based Positive Behavior...</td>
<td>Staff</td>
<td>Daily</td>
</tr>
<tr>
<td>Activity Description</td>
<td>Responsible Party</td>
<td>Timeframe</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>--------------------------------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Development of individualized treatment plan (ITP)/Individualized Intervention Plan (IIP)</td>
<td>Multidisciplinary Team (minimum of Mental Health Professional, Community Health Provider enrolled in Bayou Health Plans if applicable, Probation staff, provider staff, family, child)</td>
<td>Within 14 calendar days of admission</td>
</tr>
<tr>
<td>Review &amp; Modification of ITP/IIP</td>
<td>Staff</td>
<td>Monthly review; revision as needed</td>
</tr>
<tr>
<td>ITP/IIP update/Multidisciplinary Team Meetings</td>
<td>Multidisciplinary Team (minimum of Mental Health Professional, Probation staff, provider staff, family, child)</td>
<td>Minimum every 90 calendar days</td>
</tr>
<tr>
<td>Reintegration Plan/Update</td>
<td>Multidisciplinary Team (minimum of Mental Health Professional, Probation staff, provider staff, family, child)</td>
<td>Tentative plan within 14 calendar days of entry; Monthly review; revision as needed minimum every 90 calendar days</td>
</tr>
<tr>
<td>Access to Individual, Family and Group Counseling</td>
<td>Community providers who are enrolled in the Bayou Health Plans</td>
<td>As determined by ITP</td>
</tr>
<tr>
<td>Access to Educational groups- i.e. self-esteem, moral development, parenting, gender-specific issues, life skills, substance abuse education, etc.</td>
<td>Community Providers enrolled in the Bayou Health Plans</td>
<td>As determined by ITP</td>
</tr>
<tr>
<td>Access to Independent Living Skills</td>
<td>Contractor staff</td>
<td>As dictated by Ansell-Casey Life skills Assessment Instrument protocol for youth within 6 months of their 16th birthday or older.</td>
</tr>
<tr>
<td>Substance Abuse Treatment</td>
<td>Community Providers who are enrolled in the Bayou Health Plans</td>
<td>As determined by ITP</td>
</tr>
<tr>
<td>Ansell-Casey pre and post tests</td>
<td>Staff</td>
<td>Upon admission and discharge</td>
</tr>
<tr>
<td>TCU-Criminal Thinking Scales</td>
<td>Staff</td>
<td>Upon admission and discharge</td>
</tr>
<tr>
<td><strong>Drug Screen</strong></td>
<td><strong>Trained and qualified staff</strong></td>
<td><strong>Immediately after each home pass and as needed</strong></td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td><strong>Community-based accredited general education/special education services</strong></td>
<td><strong>Local school district</strong></td>
<td><strong>Daily for youth identified in IIP</strong></td>
</tr>
<tr>
<td><strong>Social activity (e.g., movie, outing, etc.)</strong></td>
<td><strong>Staff</strong></td>
<td><strong>As defined in Behavior Management System</strong></td>
</tr>
<tr>
<td><strong>Structured Recreation</strong></td>
<td><strong>Staff supervised by Recreational Specialist</strong></td>
<td><strong>Minimum 1 hour daily</strong></td>
</tr>
<tr>
<td><strong>Meals approved by physician, nutritionist or registered dietician</strong></td>
<td><strong>Staff</strong></td>
<td><strong>Breakfast, Lunch and Dinner daily (at least two of which must be a hot meal)</strong></td>
</tr>
<tr>
<td><strong>Personal Enrichment</strong></td>
<td><strong>Staff</strong></td>
<td><strong>Minimum weekly</strong></td>
</tr>
<tr>
<td><strong>Community Service/Restorative justice projects (may be on or off site)</strong></td>
<td><strong>Staff</strong></td>
<td><strong>Minimum 1 time monthly</strong></td>
</tr>
<tr>
<td><strong>Transportation</strong></td>
<td><strong>Staff</strong></td>
<td><strong>As needed</strong></td>
</tr>
<tr>
<td><strong>Home Passes</strong></td>
<td><strong>Staff and YS</strong></td>
<td><strong>Per OJJ Standard Operating Procedures</strong></td>
</tr>
<tr>
<td><strong>Access to Medical/Medication Management</strong></td>
<td><strong>Physician, Nurse, Nurse Practitioner who are enrolled in Bayou Health Plans</strong></td>
<td><strong>As needed</strong></td>
</tr>
<tr>
<td><strong>Access to Psychiatric Consultation</strong></td>
<td><strong>Psychiatrist/Psychologist who is enrolled in Bayou Health Plans</strong></td>
<td><strong>As needed</strong></td>
</tr>
<tr>
<td><strong>Additional Program Requirements:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Professional Development Training</strong></td>
<td><strong>Staff, YS</strong></td>
<td><strong>When offered</strong></td>
</tr>
<tr>
<td><strong>Satisfaction Surveys</strong></td>
<td><strong>Youth, families, staff</strong></td>
<td><strong>Upon program completion or at least annually</strong></td>
</tr>
<tr>
<td><strong>Monthly Provider Status Report</strong></td>
<td><strong>Provider Staff</strong></td>
<td><strong>Monthly</strong></td>
</tr>
</tbody>
</table>
Services listed above shall not be changed without amendment.

Unauthorized deviations from this plan or the OJJ SOP for Contract Providers

Contractor shall 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.

2.3.1 Reporting

Performance Tracking Report

The Contractor shall submit a monthly performance tracking report in the format provided by OJJ by the 10th of each month containing, but not limited to:

1. Number and percent of youth who successfully complete the program.
2. Number and percent of families, YS staff and counselor/social workers who participate in developing the Individualized Intervention/Treatment Plan as evidenced by signature of participants.
3. Number and percent of youth who have family participation in working toward Individualized Intervention/Treatment Plan goals.
4. Number and percent of the youth who demonstrate improvement in domain scores of the Casey Life Skills Independent Living program as evidenced by an increase from pre-test to post-test scores on the Ansel-Casey Life Skills Assessment Instrument (Available free at www.caseylifeskills.org).
5. Number and percent of youth and families who report benefiting from the program as evidenced by post release/annual satisfaction surveys.
6. Number and percent of families who demonstrate improved parenting skills through participation in family skills training.
7. Number and percent of youth who demonstrate improvement in risk level of the SAVRY reassessment.
8. Number and percent of Staff who participate in professional development trainings.
9. Number and percent of youth enrolled in the HiSET programs who obtain their HiSET.
10. Number and percent of youth who run away from program (if applicable). (Refer to Standard Operating Procedures for definition.)
11. Number and percent of youth who demonstrate an increased skill/grade level as evidenced by pre-post testing.
12. Number and percent of validated abuse/neglect reports.
13. Number and percentage of youth removed prior to completion at the request of the program.

Outcome Tracking Report

The Contractor shall submit a monthly outcome tracking report in the format provided by OJJ by the 10th of each month containing, but not limited to:
1. Number and percent of youth demonstrating increased knowledge of pro-social behaviors/attitudes as evidenced by pre and post testing utilizing the TCU – Criminal Thinking Scales (Available free online at http://ibr.tcu.edu/forms/tcu-criminal-thinking-scales/). If TCU scales are unavailable, they will be required once they become available again.

2. Number and percent of youth who did not receive a new adjudication while enrolled the program.

3. Number and percent of youth who received a negative drug screen at three (3) and six (6) months of being enrolled in the program.

4. Number and percentage of positive discharges.

2.4 Project Requirements

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 Physical 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 to the Contractor by OJJ by the tenth (10th) of each month.

YS may require more frequent reporting, for a minimum of three (3) 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 Procedures for Contract Providers.

The Contractor must ensure that subcontractors meet all terms of the contract and administrative rules. 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.
PART III: EVALUATION

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

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

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Background and Experience</td>
<td>18</td>
</tr>
<tr>
<td>• The Proposer demonstrates experience in working on projects similar in size, scope and function; clients’ references demonstrate satisfactory performance.</td>
<td></td>
</tr>
<tr>
<td>• The Proposer has access to essential support services (administrative, fiscal, staff development).</td>
<td></td>
</tr>
<tr>
<td>• Any subcontractors to be used have experience providing the contracted services.</td>
<td></td>
</tr>
<tr>
<td>2. Approach and Methodology</td>
<td>18</td>
</tr>
<tr>
<td>• The Proposer demonstrates knowledge and understanding of the scope of work.</td>
<td></td>
</tr>
<tr>
<td>• The program approach is described adequately and specifically addresses the needs of the population to be served.</td>
<td></td>
</tr>
<tr>
<td>• The program demonstrates an ability to achieve all specified outcomes for each scope of service.</td>
<td></td>
</tr>
<tr>
<td>• Proposal includes an internal performance monitoring and program evaluation system to track the specified outcomes in each scope of services.</td>
<td></td>
</tr>
<tr>
<td>• The proposal demonstrates how the Proposer will supplement existing programs in the community and contribute to the development of the local continuum of care.</td>
<td></td>
</tr>
<tr>
<td>3. Proposed Staff Qualifications</td>
<td>17</td>
</tr>
<tr>
<td>• Proposal includes sufficient number of staff to deliver the proposed services.</td>
<td></td>
</tr>
<tr>
<td>• Qualifications of staff are adequately described and are appropriate.</td>
<td></td>
</tr>
<tr>
<td>• Job descriptions for all staff are included and clearly outline the responsibilities.</td>
<td></td>
</tr>
<tr>
<td>• The Proposer describes staff orientation programs and in-service training for proposed programs.</td>
<td></td>
</tr>
</tbody>
</table>
The organizational chart demonstrates appropriate management, supervisory, and staff positions.

Overall staffing patterns are conducive to achievement of specific goals, objectives and deliverables.

4. Location/Site
   - The proposal identifies the location of the physical facility and includes site and floor plans.
   - The proposed site is appropriate and well suited to the program being offered.
   - Square footage is adequate to the program needs of the youth served.
   - The Proposer will be able to start the program within 30 calendar days of notice or receipt of signed contract, whichever is later.

5. Louisiana Veteran and/or Hudson Initiative
   - Up to 10 points available for Hudson-certified Proposers;
   - Up to 12 points available for Veteran-certified Proposers;
   - If no Veteran-certified Proposers, those two points are not awarded.
   See Section 3.2 for more details

6. Cost
   - Per diem rate (25 points)

**TOTAL SCORE**

25

100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of thirty-one and one-half (31.5) points, fifty percent (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, Proposed Staff Qualifications, and Location/Site to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

The scores for the Technical Proposal, Financial Proposal, and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer(s) with the highest overall score will be recommended for award.

3.1 Cost Evaluation
The Proposer with the lowest per diem rate shall receive twenty-five (25) points. Other Proposers shall receive cost points based upon the following formula.

\[
CCS = \frac{LPC}{PC} \times 25
\]
Where:

CCS = Computed cost score (points) for Proposer being evaluated  
LPC = Lowest proposed total cost of all Proposers  
PC = Total cost of Proposer being evaluated

Youth Services will review the reasonableness of the budget information provided to support the per diem rate. The budget information should fully support the per diem presented. The budget should also reflect adequate resources and staff to provide the services proposed without overinflating or under bidding the amount required to fully operate the program.

**Contractor will be paid per the proposed or the negotiated lower per diem rate.**

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

**A.** Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers’ evaluation score as follows:

**B. Proposer Status and Allotment of Reserved Points**

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

i. Subcontractor’s name;

ii. A detailed description of the work to be performed; and

iii. The anticipated dollar value of the subcontract for the three-year contract term.
**Note** – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor’s work so the Department is able to determine if there is duplication or overlap, or if the subcontractor’s services constitute a distinct scope of work from each other subcontractor(s).
PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Performance Requirements of the Contractor include, but are not limited to:

- Providing a safe environment for the youth, program staff, and community;
- Providing services that promote social and emotional adjustment, enhance life skills and independent living skills, and eliminate destructive behavioral patterns;
- Providing services to the youth’s family or guardian that facilitate successful reintegration of the youth into the community, when appropriate;
- Facilitate appropriate aftercare planning and reintegration services.

Additional performance requirements may be negotiated in the contract resulting from this RFP.

4.2 Performance Measures

The Contractor’s performance will be measured based on the information submitted in the monthly Performance Tracking Report and the monthly Outcome Tracking Report.

Additionally, YS tracks the information listed below which will be used to measure the Contractor’s performance.

1. Number and percent of youth served who do not reenter the Juvenile Justice System for six (6), twelve (12) and eighteen (18) months after completion of program (tracked by YS).
2. Number and percent of youth who re-entered the custody of YS while enrolled in the program.
3. Number and percent of youth who transferred to a more restrictive setting prior to program completion.
   Number and percent of youth transferred to a similar setting prior to program completion.

4.3 Monitoring Plan:

The assigned Regional Program Specialist is the Contract Program Specialist/Monitor for any contract resulting from this RFP 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 contract compliance and measured against the requirements as contained in the contract and all other applicable standards in accordance with YS Policies. YS will conduct regular site visits, including assessments of contract performance and compliance in accordance with the program risk rating. The assigned Contract Program Specialist/Monitor shall verbally notify the Contractor 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 Contractor fails to adequately address the noted deficiencies within the allotted timeframe, the assigned Contract Performance Coordinator shall notify the Community Based Services (CBS) Program Manager, and advise the Contractor 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 for Contract Providers, YS policy A.4.2., which may include removal of youth and termination of the contract.

Sanctions may be imposed on any Contractor who fails to adhere to any provision of the Standard Operating Procedure (SOP), either intentionally or through negligence. These sanctions shall be issued by YS/OJJ Deputy Secretary and General Counsel, and shall not exceed three percent (3%) of the gross monthly billing. One (1) sanction may be levied for each individual violation.

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

Continued sanctions may jeopardize the future of the contract with YS/OJJ.

Sanctions may include but are not limited to:
1. Monetary sanctions (up to a three percent (3%) reduction of monthly payment)
2. Fifteen percent (15%) reduction in the number of program slots
3. Moratorium on referrals
4. Termination of contract

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

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.
ATTACHMENT I: CERTIFICATION STATEMENT

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

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

A. Official Contact Name: ____________________________
B. E-mail Address: ____________________________
C. Facsimile Number with area code: (         )
D. US Mail Address: ____________________________

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least ninety (90) calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days in which to complete contract negotiations, if any, and ten (10) business days to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)
7. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it 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 LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial
treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or Authorized Representative

Typed or Printed Name: ____________________________________________

Date: ____________________________________________________________

Title: ____________________________________________________________

Company Name: _________________________________________________

Address: _________________________________________________________

City: ____________________________ State: __________ Zip: ____________
ATTACHMENT II: SAMPLE CONTRACT

SOCIAL SERVICES CONTRACT

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

Contractor Name:  Contractor Address:  Federal Tax ID Number:  
Louisiana Department of Revenue Account Number:  

<table>
<thead>
<tr>
<th>Beginning Date:</th>
<th>Ending Date:</th>
<th>Maximum Amount: $</th>
<th>Contract #:</th>
</tr>
</thead>
</table>

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

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

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

SECTION I. SCOPE OF SERVICES:

1) Program Name:  2) Type of Program:  
Non Medical Group Home

3) Physical Address:  4) Mailing Address:  

5) Telephone Number:  6) Fax Number:  

The approximate number of treatment slots/units of service is ___ beds in Region ___.

Specific referral/admission criteria:  
This is for residential services for youth primarily between the ages of 12 to 18 years, who are placed in the custody of the Youth Services. Regional YS Offices throughout the State may submit referrals; however, emphasis is placed on providing services to the youth in their own region to allow for increased family participation in planning and service delivery. In order to promote a therapeutic milieu, YS encourages providers to limit the number of youth in each facility or unit of the facility.

Youth who are referred to residential programs by Youth Services typically present with a wide range of difficult emotional and behavioral challenges; therefore, programs must demonstrate expertise and willingness to work with these youth. The Contractor is responsible for obtaining and maintaining the appropriate license for the chosen residential model. See Department of Child and Family Services, Bureau of Licensing website for further information www.dcfslave.gov YS expect programs to accept all referred youth. The Non Medical Group Home level of care requires a setting, which provides room and board, and access to needed services for a child with emotional and/or behavioral management problems that interfere with the child’s ability to function...
in family, school and/or community setting. In this level of care, therapeutic services are offered in the community through a Medicaid provider.

Staffing and frequency of services shall be determined by written agreement between Contractor and YS.

The contract shall also ensure educational services are provided based on academic need and administered in strict compliance with the policies and procedures of the approved Local Education Agency (LEA), as well as conform to the regulations of the State Board of Elementary and Secondary Education (BESE), the Individuals with Disabilities Education Improvement Act (IDEIA), the Louisiana Children with Exceptionalities Act, Title 17 of the Louisiana Revised Statutes, 504 of the Rehabilitation Act, Title XIX, the Joint Commission on Accreditation of Healthcare Organization (JCAHO), and the Family Educational Rights and Privacy Act (FERPA).

**Specific exclusions from referral/admission:**

The Contractor shall accept all appropriate referrals.

**Goals and Objectives**

- Provide for the safety and well being of the youth, program staff and community
- To provide services aimed at promoting social and emotional adjustment, enhancing life skills and independent living skills; and eliminating destructive behavioral patterns.
- Provide services, when appropriate, to the youth's family or guardian in order to facilitate successful community reintegration
- Facilitate aftercare planning and services directed at reintegration

**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.

1. Number and percent of youth who successfully complete the program.
2. Number and percent of families, YS staff and counselor/social workers who participate in developing the Individualized Intervention/Treatment Plan as evidenced by signature of participants.
3. Number and percent of youth who have family participation in working toward Individualized Intervention/Treatment Plan goals.
4. Number and percent of youth who demonstrate progress toward goals set forth in the Individualized Intervention/Treatment Plan as evidenced by the quarterly progress report.
5. Number and percent of the youth who demonstrate improvement in domain scores of the Casey Life Skills Independent Living program as evidenced by an increase from pre-test to post-test scores on the Ansel-Casey Life Skills Assessment Instrument (Available free at [www.caseylifeskills.org](http://www.caseylifeskills.org)).
6. Number and percent of youth and families who report benefiting from the program as evidenced by post release/annual satisfaction surveys.
7. Number and percent of families who demonstrate improved parenting skills through participation in family skills training.
8. Number and percent of youth who demonstrate improvement in risk level of the SAVRY reassessment.
9. Number and percent of Staff who participate in professional development trainings.
10. Number and percent of youth enrolled in the HiSET programs who obtain their HiSET.
11. Number and percent of youth who run away from the program (if applicable). (Refer to Standard Operating Procedure for definition.)
12. Number and percent of youth who demonstrate an increased skill/grade level as evidenced by pre/post testing.
13. Number and percent of validated abuse/neglect reports.
14. Number and percentage of youth removed prior to completion at the request of the program.

**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/criminal-thinking-scales-cts/](http://ibr.tcu.edu/forms/criminal-thinking-scales-cts)).

2. Number and percent of youth who did not receive a new adjudication while enrolled the program.

3. Number and percent of youth who received a negative drug screen at 3 and 6 months of being enrolled in the program.

4. Number and percentage of positive discharges.

YS tracks the information for outcome measures listed below.

1. Number and percent of youth served who do not reenter the Juvenile Justice System for six (6), 12 and 18 months after completion of program (tracked by YS).

2. Number and percent of youth who re-entered the custody of YS while enrolled in the program. (tracked by YS)

3. Number and percent of youth who transferred to a more restrictive setting prior to program completion (tracked by YS).

4. Number and percent of youth transferred to a similar setting prior to program completion (tracked by YS).

Should Youth Services develop the capacity to collect this data electronically; the Contractor will be required to participate in this process.

### 1.1 STATEMENT OF WORK

Youth will receive the following direct services:

<table>
<thead>
<tr>
<th>SERVICE PROVIDED</th>
<th>STAFF POSITION PROVIDING SERVICE</th>
<th>FREQUENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Orientation</td>
<td>Staff</td>
<td>Within 24 hours of arrival</td>
</tr>
<tr>
<td>Incentive-Based Positive Behavior Management Program</td>
<td>Staff</td>
<td>Daily</td>
</tr>
<tr>
<td>Development of individualized treatment plan (ITP)/ Individualized Intervention Plan (IIP)</td>
<td>Multidisciplinary Team (minimum of Mental Health Professional, Community Health Provider enrolled in Bayou Health Plans if applicable, Probation staff, provider staff, family, child)</td>
<td>Within 14 calendar days of admission</td>
</tr>
<tr>
<td>Review &amp; Modification of ITP/IIP</td>
<td>Staff</td>
<td>Monthly review; revision as needed</td>
</tr>
<tr>
<td>ITP/IIP update/Multidisciplinary Team Meetings</td>
<td>Multidisciplinary Team (minimum of Mental Health Professional, Probation staff, provider staff, family, child)</td>
<td>Minimum every 90 calendar days</td>
</tr>
<tr>
<td>Reintegration Plan/Update</td>
<td>Multidisciplinary Team (minimum of Mental Health Professional, Probation staff, provider staff, family, child)</td>
<td>Tentative plan within 14 calendar days of entry; Monthly review; revision as needed minimum every 90 calendar days</td>
</tr>
<tr>
<td>Access to Individual, Family and Group Counseling</td>
<td>Community providers who are enrolled in the Bayou Health Plans</td>
<td>As determined by ITP</td>
</tr>
<tr>
<td>Access to Educational groups-i.e. self-esteem, moral development, parenting, gender-</td>
<td>Community Providers enrolled in the Bayou Health Plans</td>
<td>As determined by ITP</td>
</tr>
<tr>
<td>Service Area</td>
<td>Responsible Party</td>
<td>Frequency and Details</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Specific issues, life skills, substance abuse education, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access to Independent Living Skills</td>
<td>Contractor staff</td>
<td>As dictated by Ansell-Casey Life skills Assessment Instrument protocol for youth within 6 months of their 16th birthday or older.</td>
</tr>
<tr>
<td>Substance Abuse Treatment</td>
<td>Community Providers who are enrolled in the Bayou Health Plans</td>
<td>As determined by ITP</td>
</tr>
<tr>
<td>Ansell-Casey pre and post tests</td>
<td>Staff</td>
<td>Upon admission and discharge</td>
</tr>
<tr>
<td>TCU-Criminal Thinking Scales</td>
<td>Staff</td>
<td>Upon admission and discharge</td>
</tr>
<tr>
<td>Drug Screen</td>
<td>Trained and qualified staff</td>
<td>Immediately after each home pass and as needed</td>
</tr>
<tr>
<td>Community-based accredited general education/special education services</td>
<td>Local school district</td>
<td>Daily for youth identified in IIP</td>
</tr>
<tr>
<td>Social activity (e.g., movie, outing, etc.)</td>
<td>Staff</td>
<td>As defined in Behavior Management System</td>
</tr>
<tr>
<td>Structured Recreation</td>
<td>Staff supervised by Recreational Specialist</td>
<td>Minimum 1 hour daily</td>
</tr>
<tr>
<td>Meals approved by physician, nutritionist or registered dietician</td>
<td>Staff</td>
<td>Breakfast, Lunch and Dinner daily (at least two of which must be a hot meal)</td>
</tr>
<tr>
<td>Personal Enrichment</td>
<td>Staff</td>
<td>Minimum weekly</td>
</tr>
<tr>
<td>Community Service/Restorative justice projects (may be on or off site)</td>
<td>Staff</td>
<td>Minimum 1 time monthly</td>
</tr>
<tr>
<td>Transportation</td>
<td>Staff</td>
<td>As needed</td>
</tr>
<tr>
<td>Home Passes</td>
<td>Staff and YS</td>
<td>Per OJJ Standard Operating Procedures</td>
</tr>
<tr>
<td>Access to Medical/Medication Management</td>
<td>Physician, Nurse, Nurse Practitioner who are enrolled in Bayou Health Plans</td>
<td>As needed</td>
</tr>
<tr>
<td>Access to Psychiatric Consultation</td>
<td>Psychiatrist/Psychologist who is enrolled in Bayou Health Plans</td>
<td>As needed</td>
</tr>
<tr>
<td>Additional Program Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Development Training</td>
<td>Staff, YS</td>
<td>When offered</td>
</tr>
<tr>
<td>Satisfaction Surveys</td>
<td>Youth, families, staff</td>
<td>Upon program completion or at least annually</td>
</tr>
</tbody>
</table>
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 this Contract will be measured by the assigned contract monitor, 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 Monitor 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 High Risk for residential facilities. High Risk Programs shall be monitored monthly. The assigned contract monitor shall verbally notify the Contractor 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 Contractor fails to adequately address the noted deficiencies within the allotted timeframe, the assigned contract monitor shall notify the Community Based Services (CBS) Program Manager, and advise the Contractor 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 this 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 this 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 proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The terms of this Contract is _______ and continues through_________. This Contract is not effective until approved in writing by the Office of State Procurement in accordance with La. R.S. 39: 1595-1595.1.

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 this 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 (6). Copies of all applicable YS policies will be made available to the Contractor.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Contract Program Specialist/Monitor 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 Contract Performance 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, MAXIMUM AMOUNT OF CONTRACT, AND PAYMENT TERMS

Payment for services will be on a per diem basis. The Contractor shall bill YS at the rate of $____ per day for up to ____ youth per day for up to ______ days for youth determined to be Level I at entry. With preapproval and documentation of Level II determination, Contractor shall bill YS at a rate of $196.68 per day. This rate is inclusive of all reimbursable expenses. The Contractor shall only invoice YS for the actual number of youth in the program.

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

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

YS bears no obligation to reimburse the Contractor for slots in excess of the number of treatment slots stated in this 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 this Contract. Payment of said reduction will not be made unless Contractor provides services in a timely manner to the reasonable satisfaction of YS.

3.1 PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

4 DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and responsibilities under this section. Contractor shall obtain the State’s written consent before entering into any settlement or dismissal.

5 LIABILITY AND INDEMNIFICATION

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

6 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 this Contract according to the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

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


Contractor agrees not to discriminate in its employment practices, and shall 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

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

9.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability
   Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

9.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

9.3 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
   c. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
   d. The Contractor’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

2. Workers Compensation and Employers Liability Coverage
   To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages
   e. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
   f. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
   g. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
   h. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

9.4 ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best’s rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.
9.5 VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

   State of Louisiana
   Office of Juvenile Justice, Its Officers, Agents, Employees and Volunteers
   P.O. Box 66458 Audubon Station, Baton Rouge, LA 70896
   Project or Contract #: __________

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this Contract.

9.6 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

9.7 WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

10 INDEPENDENT ASSURANCES

Not Applicable for this Contract.

11 STANDARD PROVISIONS
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.

12 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

13 SECURITY

Contractor’s personnel shall comply with all security regulations in effect at the State’s premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services’ Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/

14 CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

15 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 this 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. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

**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 this 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 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 this Contract or Standard Operating Procedure for Contract Providers available on request and online at www.ojj.la.gov either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

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

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

**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.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

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 Non-Procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

P. RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

Q. E-VERIFY

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

R. 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:

______________________________  ______________________________
                      William A. Sommers
                      Deputy Secretary
                      Youth Services

DATE                                                DATE

______________________________  ______________________________
               WITNESS                                            WITNESS
ATTACHMENT III

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 Contractors, 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 Purchasing 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 by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

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

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

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Will Accept</th>
<th>Already Enrolled</th>
</tr>
</thead>
<tbody>
<tr>
<td>LaCarte</td>
<td>______</td>
<td>_____</td>
</tr>
<tr>
<td>EFT</td>
<td>______</td>
<td>_____</td>
</tr>
</tbody>
</table>

Printed Name of Individual Authorized

______________________________________________

Authorized Signature for payment type chosen ___________ Date ______________

______________________________________________

Email address and phone number of authorized individual
ATTACHMENT IV:
SAMPLE BOARD RESOLUTION

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

A meeting of the Board of Directors 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 V:  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 critical to the agency’s assessment of the proposal. The agency needs this information in order to evaluate the proposing party, in an effort to maintain quality control and to remain in compliance with the requirements of the Louisiana Code of Ethics.

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

For Proposers who are Individuals:

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

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

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

The document and filing instructions are available at:

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

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

For Proposers who are Louisiana Limited Liability Companies:

When the proposing party is a Louisiana limited liability company (“LLC”), the proposing party does not have to submit a Disclosure of Ownership Form through the formal procedure required for corporations. However, the agency still requires ownership information for the reasons stated above. Therefore, in order to comply, the proposing party shall submit, as Attachment V, 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 VI  COST PROPOSAL

The cost proposal shall be signed by the person authorized to bind the proposing organization in order to be considered.

Attachment VI and VII shall be used to provide per diem rate and the proposed budget. Failure to submit a completed and signed mandatory cost proposal shall result in disqualification of the proposal.

<table>
<thead>
<tr>
<th>NUMBER OF SLOTS/UNITS</th>
<th>PER DIEM RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Location(s) where slots will be provided: _____________________________________________

NOTE: The Proposer must use the proposed budget, Attachment VII, Program Budget to calculate the per diem. For example; YS funding request column “Total Budget” divisible by “number of slots” should equal the “per diem rate” proposed.

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

Proposer’s Signature __________________________ Date ____________
## ATTACHMENT VII: PROGRAM BUDGET (Three (3) years to cover the term of the contract)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL BUDGET (A)</th>
<th>ADMINISTRATIVE (B)</th>
<th>PROGRAM (C)</th>
<th>YS FUNDING REQUEST (D)</th>
<th>MATCH (E)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALARIES &amp; FRINGES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Salaries</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Salaries &amp; Fringes</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>PERSONNEL TRAVEL:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Transportation</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Field Travel</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Administrative</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Conferences/Training</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Personnel Travel</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>OPERATING SERVICES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Insurance</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Maintenance – Auto</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Maintenance – Other</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Rental – Building</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Rental - Other</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Postage</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Other Operating Services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Operating Services</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>OPERATING SUPPLIES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Medical Supplies</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Food</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Automotive Supplies</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Maintenance Supplies</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Household Supplies</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Youth/Offender Personal</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Operating Supplies</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>PROFESSIONAL SERVICES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Counseling</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Accounting &amp; Auditing</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Medical</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Consulting</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Legal</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Professional</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>ACQUISITIONS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Other</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Acquisitions</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>OTHER EXPENSE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>
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 Proposer must use the proposed budget to calculate the per diem proposed on Attachment VI, Cost Proposal. The Excel worksheet will be uploaded as a separate document. 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.

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 five (5) years and are subject to audit.

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

2. Fringe benefits may not exceed twenty-five percent (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 benefits 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 Only actual travel expenses are reimbursable. Expenses for each event must be documented on a separate FACS BA-12 Travel Expense Account forms https://www.doa.la.gov/media/apro1q2x/travelexpense.docx.

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 La. R.S. 43:31.”

OPERATING SUPPLIES
1. Supply items are consumable and have a life expectancy less than one (1) 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, accounting and counseling services procured from Contractors.

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:

ATTACHMENT VIII                  Proposal Checklist

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

☐ **MANDATORY** - Fully completed proposal with original signature of an authorized representative

☐ **MANDATORY** - Audited Financial Statement or for new provider proof of financial ability to operate the program for 90 days.

☐ **MANDATORY** - Completed and signed Attachment I. Certification Statement.

☐ Describe staffing patterns, including administrative and programmatic, and give rationale.

☐ Provide information regarding the qualifications and experience of any staff, including copies of job descriptions and resumes/vitae of key personnel.

☐ **MANDATORY** – Budget Format

☐ **MANDATORY** - Completed and signed Attachment VI. Cost Proposal

☐ Resumes or Position Description for Program Director and key personnel

☐ Job Descriptions

☐ List of References

☐ List the names and contact information of Board of Directors.

☐ Letter of Tax Exempt Status, if applicable

☐ Organizational Chart

☐ Board Resolution, if Proposer is a corporation

☐ Disclosure of Ownership (as applicable)

☐ Certificate of Authority to do Business in Louisiana, if applicable

All Proposers are encouraged to use this checklist to ensure that all requested documentation is included with the proposal.
ATTACHMENT IX: STANDARD OPERATING PROCEDURES FOR CONTRACT PROVIDERS
# Contents

**MISSION, VISION, GUIDING PRINCIPLES**

**SECTION 1 – PHYSICAL PLANT**

1.1 Compliance with State and Local Codes and Ordinances  
1.2 Location of Facilities  
1.3 Accessibility, General Safety & Maintenance of Buildings & Grounds  
1.4 Vehicles  
1.4.1 Drivers

**SECTION 2 – STAFF AND STAFFING REQUIREMENTS**

2.1 Staff Qualifications  
2.1.1 Position Descriptions and Qualification Criteria  
2.2 Program Staffing Requirements  
2.3 General Requirements for Staff Development  
2.3.1 Pre-Service Orientation  
2.3.2 In-Service Training Requirement (Direct Care Workers, Counselors, Case Managers and Volunteers)  
2.3.3 Documentation of Training  
2.4 Volunteers  
2.4.1 Volunteer Plan  
2.5 Criminal Background Checks and State Central Registry Checks  
2.6 Abuse Free Environment

**SECTION 3 – PROGRAM**

3.1 Referral Process  
3.1.1 Admission Policy  
3.2 Discharge Process  
3.2.1 Planned Discharges  
3.2.2 “Unplanned” Discharges  
3.2.3 Emergency Discharges  
3.3 Home Passes
3.4 Temporary Closure of Facility

3.4.1 Evacuation

3.5 Travel

3.5.1 In-State Overnight Travel

3.5.2 Out-of-State Travel - Youth in Custody

3.5.3 Out-of-State Travel - Non Custody Youth

3.6 Recreation

3.7 Employment

3.8 Education

3.9 Religion

3.10 Behavior Management

3.10.1 Formal Disciplinary Process Requirements

3.10.2 Restitution

3.10.3 Appeal of Disciplinary Penalties

3.11 Youth Records

3.11.1 Confidentiality

3.11.2 Access

3.11.3 Youth Images

3.11.4 Release Forms

3.11.5 Retention of Youth Records

3.12 Personal Funds

3.12.1 Reporting Requirements

3.12.2 Transfer of Personal Funds

3.12.3 Claims against a Youth’s Account

3.12.4 Earned Income

3.13 Food Service

3.14 Transportation

3.15 Clothing

3.16 Reimbursable Program-Related Expenses
3.16.1 Examples of Reimbursable Expenses 31-33

SECTION 4 – TREATMENT/LAMOD

4.1 Individual Treatment/Intervention Plan 33-34
4.2 Assessments and Reassessments 34
4.2.1 Reintegration Plan 34
4.3 Counseling 34-35
4.3.1 Individual Counseling/Therapy 35-36
4.3.2 Group Counseling 36
4.3.3 Treatment Groups 36-37
4.3.4 Family/Counseling/Training 38
4.4 Specialized Services for Youth with Severe Emotional Disturbance 38
4.4.1 Psychiatric Services 39
4.4.2 Crisis Intervention 39
4.4.3 Family Education Counseling 39
4.5 Reporting Treatment Progress 39-40
4.5.1 Supervisory Reviews 40
4.6 The Juvenile Sexual Behavior Problem Treatment Program 40

SECTION 5 – SECURITY AND SUPERVISION

5.1 Monitoring Movement of Youth 41
5.2 Runaway 41
5.3 Routine Searches 41
5.3.1 Provider Searches 42
5.3.2 Personal Items Search 42
5.3.3 Youth Pat-Down Searches 42-43
5.3.4 Youth Strip Searches 43
5.3.5 Visitor Searches 44
5.3.6 Staff Searches 44
5.4 Contraband Disposal 44
5.5 Drug Screen 44
5.6 Use of Force
5.7 Restrictions
5.8 Battery on Staff
5.9 Suicide Precautions
5.10 Abuse/Neglect Reports

SECTION 6 – ORIENTATION
6.1 Youth’s Rights and Responsibilities – General Statements
6.2 Mail
6.2.1 Letters
6.2.2 Stationery and Stamps
6.2.3 Packages
6.2.4 Publications
6.2.5 Withholding of Correspondence
6.2.6 Collection and Distribution of Mail
6.3 Visitation
6.3.1 Attorney Visits
6.4 Personal Safety
6.5 Smoking/Sale of Cigarettes
6.6 Research
6.7 Telephone
6.8 Television Programming
6.9 Video Games
6.10 Computer/Electronic Device Use
6.11 Grievance Procedures

SECTION 7 – MEDICAL
7.1 Medical Services
7.1.1 Physical Examination & Medical History
7.1.2 Access to Emergency Services
7.2 Refusal of Medical Treatment
7.2.1 Youth 18 Years or Older
7.2.2 Youth Under 18 Years of Age
7.3 Suicide Prevention/Precaution
7.4 Notification of Serious Illness, Severe Bodily Injury or Severe Psychiatric Episode
7.5 Use of Pharmaceutical Products
7.6 Communicable Diseases
7.7 Pregnancy
7.8 First Aid Kits
7.9 Notification of Death
7.10 Medical Staffing & Training

SECTION 8 – QUALITY ASSURANCE/QUALITY IMPROVEMENT

8.1 Contract Monitoring
8.2 Non-Compliance
8.3 Correction Program Checklist (CPC)
  8.3.1 Correctional Program Checklist Provider Response

SECTION 9 – REPORTING

9.1 Monthly Reporting
9.2 Annual Report
9.3 Incident Reporting

DEFINITIONS
MISSION, VISION, GUIDING PRINCIPLES

MISSION:

OJJ protects the public by providing safe and effective, individualized services to youth to become productive, law-abiding citizens.

VISION:

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

GUIDING PRINCIPLES:

Honesty To be honest; do everything with integrity.
Achievement To be outcome-oriented in achieving results consistent with our mission.
Versatility To value, promote and support diversity and cultural competence.
Ethical To be ethical; to do the right thing, both legally and morally.
Focused To be focused on empowering people to succeed.
Accountable To be accountable for the effective and efficient management of our resources.
Informed To be informed and guided in our decisions by appropriate and valid data.
Team Work To be an effective and efficient team of professionals.
Harmonious To be inclusive – involve all parties, both external and internal, who need to be a part of the process.

HAVE FAITH: Together We Help Change Lives
SECTION 1: PHYSICAL PLANT

The Youth Services, Office of Juvenile Justice (YS/OJJ) position is that the condition and appearance of the physical surroundings where participating youth are located may influence their behavior. The provider shall ensure that all buildings used to house, feed, supervise or instruct youth are structurally sound, adequately maintained, appropriately furnished and sanitary at all times.

1.1 Compliance with State and Local Codes and Ordinances

The provider shall comply with all state and local building codes as determined by the State Fire Marshal.

The provider shall maintain documentation that the facility meets all applicable zoning laws, regulations and neighborhood restrictions.

The provider shall comply with all state and local fire safety codes and submit documentation according to the terms of the contract.

The provider shall comply with all local and state health and sanitation standards and submit documentation according to the terms of the contract.

1.2 Location of Facilities

Facilities should be located on a site conducive to the purposes and goals of the program. The design of the facility shall promote the purposes of the program and provide an environment consistent with the functions of the program.

If the program has been established or is seeking to exclusively serve youth referred by YS/OJJ, YS/OJJ reserves the right to approve the site, design and proposed floor plan for any new or relocated provider. The provider shall be asked to produce:

A. Evidence that the site location is appropriate to the population to be served, program goals, access to essential services and individual needs of the youth.

B. A description of how the facility physically harmonizes with the neighborhood where it is located, considering issues including scale, appearance, density and population.

1.3 Accessibility, General Safety & Maintenance of Buildings & Grounds

The program shall have a written plan for preventative and ongoing maintenance and safety. The record of routine inspections shall be kept on file for review by YS/OJJ. The program buildings, parking lots and other facilities shall be accessible as required by the
Americans with Disabilities Act and other federal and state laws and regulations. The provider shall ensure that all structures are maintained in good repair and are free from hazards to health and safety. The provider’s grounds shall also be maintained and free from any hazard to health and safety.

Each provider shall have a designated staff member responsible for the safety program at the facility. This individual shall conduct monthly inspections of the facility to identify:

A. Fire safety  
B. Existing hazards  
C. Potential hazards  
D. Corrective action that should be taken to address identified hazards.

1.4 Vehicles

Vehicles used to transport youth shall be mechanically sound, road worthy, in good repair and meet the Agency’s requirements for insurance coverage. The interior of the vehicle shall be free of loose items, i.e. jacks, tools, crowbars, fire extinguishers, etc.

All vehicles shall display current state licenses, proof of annual motor vehicle inspections, and proof of insurance and shall be in compliance with all applicable state laws.

When in use, all vehicles shall carry a standard first aid kit and a fire extinguisher.

The program shall have a vehicle maintenance and equipment check list, which shall include a list of all critical operating systems and equipment inspections, the date of the last inspection and the type of service or action taken.

All repairs required to critical operating systems (i.e., brakes, headlights, air conditioning and heating) shall be made immediately.

All worn or missing critical equipment shall be replaced immediately (i.e., tires, jacks, seat belts). Providers are to ensure that the appropriate number of vehicles is maintained and available at all times to transport youth to and from their programs without causing disruption of program services.

1.4.1 Drivers

All designated drivers of vehicles, as well as anyone who may potentially transport youth shall possess a valid Louisiana Driver’s License and proper licenses required by state law for the type of motor vehicle operated. Verification of proper license(s) and insurance is required prior to an employee being allowed to transport youth.
All operators’ driving records shall be checked upon hiring and at least annually thereafter through the Office of Motor Vehicles to assess their suitability to transport youth. If the driving record is checked by the insurance agency, which reports acceptability to the provider, this is sufficient to meet the terms of this section. Verification shall be maintained in personnel files.

SECTION 2: STAFF AND STAFFING REQUIREMENTS

2.1 Staff Qualifications

All individuals providing services to youth under the supervision or in the custody of the Agency shall possess all licenses and/or certifications required by statute or by the Department of Children and Family Services (DCFS), Bureau of Programs, Licensing Section, the Department of Health Health Standards Section, or the program’s accrediting body, as applicable.

All individuals providing services shall be qualified to do so by educational background and experience.

2.1.1 Position Descriptions and Qualification Criteria

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

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

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

Teacher - An individual who provides basic educational services as required by state and federal statutes. This individual shall hold a valid Louisiana Teaching Certificate in the appropriate instructional field.

Instructor - An individual who provides skill training or vocational training. The instructor’s expertise may have been gained through formal education or direct experience.
This individual shall possess at a minimum, a bachelor’s degree in the field of instruction, high school diploma or its equivalent with a minimum of two years of practical experience in the field.

**Direct Care Worker** - An individual responsible for supervising the youth’s day-to-day living activities and performing such duties as preparing nutritious meals, supervising, observing activities and training youth in basic living skills, and providing some community transportation. This individual shall be at least age 20, and have a high school diploma or its equivalent, and at least two years post-high school employment experience working with youth in a treatment setting.

**Recreational Specialist** - An individual who develops and implements an individualized and goal-directed recreational plan for a youth.

The individual providing this function shall possess a bachelor’s degree in recreational therapy, health and physical education, or a related field or have a high school diploma and two years related experience in providing recreational services to youth.

**Social Worker/Counselor/Therapist** - An individual responsible for the assessment of treatment needs, development and implementation of a plan for therapeutic services and the provision and monitoring of therapeutic and/or rehabilitative treatment services including individual, group, and family counseling to youth participating in a residential treatment program.

Individuals providing this function shall possess, at a minimum, a master’s degree from a fully accredited college or university in a social service related field and be supervised by a licensed mental health professional.

### 2.2 Program Staffing Requirements

Providers must maintain, at minimum, staff ratios in accordance with federal and/or state licensing mandates to supervise youth and provide for their health, safety and well-being.

Staffing patterns should concentrate maximum case manager availability to youth when they are in the facility and should provide consistency and stability so youth know the roles of each staff member.

The staffing pattern of the provider shall concentrate staff during periods when youth are able to use provider resources including but not limited to the following:

- **A.** After school, until bedtime (generally 3:00 p.m. until 10:00 p.m.).
- **B.** On Saturdays, Sundays, and holidays when administrative and support staff are generally not scheduled.
- **C.** During visiting times, leisure times when fewer than 50% of the youth are on home visits, recreational times and evenings when youth return from home visits.
The provider shall ensure that youth being transported are properly supervised.

All providers shall comply with minimum staffing standards established by the DCFS Licensing Section. Any modification of minimum staffing requirements set by the Licensing Section requires the written concurrence of the Section.

Any deviation from the established staffing criteria shall be specifically waived in writing by the Deputy Secretary or his/her designee or stated specifically in the contract with the Agency.

2.3 General Requirements for Staff Development

Staff development is an essential program component. A well planned and executed staff development program increases the competency and performance of staff and volunteers and establishes a common understanding of a program’s objectives, policies and rules.

Staff development includes formal classroom instruction, on-the-job training under the direction of an instructor, staff development meetings, or conferences that include a formal agenda and instruction by qualified personnel.

This section does not preclude the appropriate use of videotapes, films, and other audio/visual methods of staff development.

All support staff who do not have direct contact with the youth shall receive 16 hours of pre-service training.

All direct care workers, teaching parents, supervisors, counselors and case managers (including all volunteers in these positions) shall receive a total of 56 hours of training during the first year of employment: 16 hours pre-service and 40 hours of in-service training. An additional 40 total hours of training is required each subsequent year.

Providers are required to participate in Agency sponsored staff development opportunities.

Training shall be documented and content shall be in accordance with a “nationally recognized accrediting body.” Training for staff and volunteers shall be conducted in accordance with a written program plan for staff development and coordinated by a designated staff member at the supervisory level.

All training programs shall be presented by persons qualified by education or experience in areas in which they are conducting training. Training programs shall define requirements for completion and provide for attendance recording, a system to recognize completions, and an evaluation of the training. Training programs shall:
A. Include professional development and skills development for all personnel and volunteers.

B. Meet the needs of each staff member according to their job classification and be pertinent to his/her individual work with youth.

C. Where available, involve the use of community resources.

D. Include in-service training in existing practices, procedures and skills necessary for working with youth.

All pre-service and in-service training for Direct Care and Treatment staff shall include at least 40 hours of annual training relevant to program and service delivery which does not include CPR/First Aid, crisis intervention or security procedures.

2.3.1 Pre-Service Orientation

Pre-service orientation for all staff, contractors and volunteers shall include, but not be limited to, the following:

A. YS/OJJ vision, mission and guiding principles
B. Program procedures and programmatic goals, including behavior management, theory and practice of interventions employed by the program
C. Job responsibilities
D. Personnel policies
E. Youth supervision
F. Report writing
G. Instruction in safety and emergency procedures including non-violent crisis intervention
H. Current certification in CPR and First Aid
I. Confidentiality issues
J. Youth Rights and Grievance Procedure
K. Disciplinary Process
L. Activity Report-UOR Operational Unit
M. Program’s Standard Operating Procedures
N. Communicable diseases
O. Boundary issues
P. Prison Rape Elimination Act (PREA)

In addition to meeting the pre-service requirements listed above, individuals employed as direct child care staff who do not possess at least one year of direct child care experience shall complete a 30-day internship. During their first 30 days on the job, they
shall be under the supervision of an experienced child-care worker or direct care supervisor. They are not to be assigned sole responsibility for the supervision of youth until this phase of training is completed and shall not qualify when computing staff to youth ratio.

2.3.2 **In-Service Training Requirement (Direct Care Workers, Counselors, Case Managers, Contractors and Volunteers)**

Training course content shall include at least the following:

A. Principles and practices of youth care and supervision (i.e., signs and symptoms of medical and mental illness in children and adolescents)

B. Program procedures, programmatic goals (i.e., behavior management system) and the theory and interventions employed by the program

C. Youth Rights and Grievance Procedures (i.e., appeals process)

D. Disciplinary Process

E. Detecting and reporting suspected abuse and neglect

F. Reporting and documentation of critical incidents

G. Behavioral observation, adolescent psychology and child growth and development, including gender-specific issues

H. Counseling techniques (i.e., interpersonal communication, motivational interviewing, active listening)

I. Conflict Resolution (i.e., passive restraints, use of force/crisis intervention, de-escalation)

J. Significant legal issues (i.e., Children’s Code)

K. Security procedures (i.e., key control, searches and contraband)

L. Socio-cultural life-style of youth (i.e., diversity, human dignity, cultural competency)

M. Implementation of ISPs

N. Instruction on documentation and communication procedures with fellow employees and YS/OJJ staff

O. Report Writing (i.e., progress notes, treatment plans, quarterly reports)

P. Emergency and safety procedures, including medical

Q. Current certification in CPR and First Aid

R. Safe administration and handling medication, including psychotropic drugs

S. Activity Report-Unusual Occurrence Report (UOR) Operational Unit

T. Program’s Standard Operating Procedures

U. Universal precautions regarding injury and illness, including Communicable Diseases
V. Prison Rape Elimination Act (PREA) (annually)

2.3.3 **Documentation of Training**

A. Staff training records shall be kept by a designated staff person. Separate training records shall be established for each staff member.

B. Contractor and volunteer shall include the following:

   1. Name;
   2. Assignment category (position, type of employee full-time/part-time/volunteer);
   3. Employment beginning date;
   4. Annual training hours required; and
   5. A current chronological listing of all training completed.

C. Training programs shall be documented by the following:

   1. Date and times training was conducted;
   2. Topic of the training session;
   3. Name and qualifications of the instructor; and
   4. A roster with signatures of all participants including training subject, date, trainer(s) name, and duration of training.

2.4 **Volunteers**

A volunteer is any person who provides goods or services to the provider with no monetary or material gain.

Programs serving youth should solicit the involvement of volunteers to enhance and expand their services; however, the services provided by volunteers shall not replace or substitute for those activities or functions normally provided by staff.

2.4.1 **Volunteer Plan**

Programs that utilize volunteers regularly shall have a written plan and corresponding program policies that ensure the following:

A. Volunteer recruitment is conducted by the chief administrative officer or his/her designee. Recruitment is encouraged from all cultural and socio-economic segments of the community.

B. Volunteers shall be at least 20 years of age, of good character, and sufficiently mature to handle the responsibilities involved in the position.

C. Volunteers shall complete an application for the position and are suited for the position to which they are assigned.
D. Volunteers shall agree in writing to abide by all program policies.
E. Volunteers who perform professional services shall be licensed or certified as required by state statute or regulation.
F. Written job descriptions are provided for each volunteer position.
G. Volunteers shall agree to background and criminal record checks prescribed by state statutes.
H. Volunteers are adequately trained and the training is documented.
I. Volunteers shall be supervised by a paid employee of the program, who shall coordinate and direct the volunteers’ activities. Volunteer performance shall be evaluated periodically and evidence of this evaluation shall be made part of the volunteer’s personnel record.
J. A procedure shall be established for termination of volunteers when substantial reasons for doing so exist.

2.5 **Criminal Background Checks and State Central Registry Checks**

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

A. 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).

B. All employees, volunteers and contract providers are to undergo an annual rescreening which shall be maintained in each person’s personnel file.

The “Criminal Record Check” form [see Attachment A.4.2 (b), LSP Form DPSSP 6696] is also available on the following internet site: [http://www.lsp.org/pdf/Bureau_Authorization_Form.pdf](http://www.lsp.org/pdf/Bureau_Authorization_Form.pdf).

In accordance with RS 46:51.2 and RS 46:1414.1 [see Attachments A.4.2 (c) and (d)], any owner, operator, prospective employee, or volunteer of a child care facility licensed by DCFS is required to complete a “State Central Registry Disclosure Form” (see Attachment (e), SCR-1 form) upon hire, annually thereafter, and at any time upon the request of OJJ, and within three (3) days of any such individual receiving notice of a valid determination of child abuse and/or neglect.

R.S. 15:587.1, Louisiana Child Protection Act [see Attachment A.4.2 (f)] requires that any person who maintains supervisory or disciplinary authority over youth shall be subject to a criminal background check. Non-residential programs shall complete a criminal background check prior to employment.
All programs providing social services to YS/OJJ shall ensure that all employees and volunteers, as required by statute, have submitted the required fingerprint cards and releases to the Department of Public Safety and Corrections/Bureau of Criminal Identification. Documentation of appropriate requests and responses shall be kept in the employee’s personnel record.

Persons convicted of the following crimes shall not be employed by the child care agency: first degree and second degree murder; manslaughter; rape; aggravated, forcible or simple rape; aggravated oral sexual battery; aggravated sexual battery; oral sexual battery; second degree sexual battery; aggravated or simple kidnapping; criminal neglect of family; incest; criminal abandonment; carnal knowledge of a juvenile; felony carnal knowledge of a juvenile; indecent behavior with a juvenile; prostitution; soliciting to prostitution; pandering; letting premises for prostitution; enticing to prostitution; crime against nature; aggravated crime against nature; contributing to the delinquency of a juvenile; cruelty to a juvenile; child desertion; cruelty to the infirm; obscenity; operating a place of prostitution; sale of minor children; manufacture and distribution of narcotics, controlled dangerous substances or marijuana; or conviction for attempt or conspiracy to commit any of these offenses. In addition, OJJ prohibits the provider from employing anyone with felony DWI convictions into positions which require them to transport youth (trackers, mentors, drivers, etc.). If employed in other positions that do not require the employee to transport youth, this employee cannot be used at any time to fulfill the duty of a driver.

Residential Contract Providers must maintain a log of State Police Criminal Background Checks and State Central Registry checks completed as required by the DCFS Licensing Section. A copy of the completed log must be provided to OJJ annually. (See Attachment A.4.2 (g)]

2.6 Abuse Free Environment

Programs must provide an environment in which youth, staff, and others feel safe, secure, and not threatened by any form of abuse or harassment.

A. Programs shall have a written code of conduct which prohibits the use of physical abuse, profanity, threats or any form of intimidation towards youth. Youth shall not be deprived of basic needs, ex: food, clothing, shelter, medical care, and security. The Program Director or designee shall ensure immediate action is taken to address any incidents of physical abuse, profanity, and/or excessive force.

B. Any person who knows or has reason to believe that a youth in the program is abused, abandoned, or neglected by a parent, legal custodian or other person responsible for the youth’s welfare, or that a youth is in need of supervision and care and has no parent, legal custodian or other person responsible for a youth’s welfare as defined in the Louisiana Children’s Code, must report this information to the DCFS/ Child Welfare Regional
Office, by completing the DCFS “Mandated Reporters of Abuse Neglect Form” (see Attachment (h), DCFS/CW Form CPI-2), and notify the OJJ regional office of such report (s) within 24 hours of discovery of such abuse/neglect. For additional information refer to Section 5.10 of this document.

If a staff member is made aware of abandonment, abuse or neglect of a youth in the program, the staff should follow the mandatory reporter requirements.

If it has been determined that a youth in OJJ custody does not have a permanent plan/guardian/parent/custodian to return to, OJJ will be in contact with DCFS regularly to determine placement after release from custody.

C. Programs must have written rules and regulations mandating zero tolerance toward all forms of sexual abuse and sexual harassment. Written policy must outline the program’s approach to preventing, detecting and responding to such conduct by residents, staff, volunteers, etc. Programs shall comply and adopt the Prison Rape Elimination Act (PREA) Standards set forth by the United States Department of Justice.

D. The facility shall cooperate with the YS/OJJ PREA Coordinator and investigators during all investigations of sexual abuse and sexual harassment allegations. Where sexual abuse and sexual harassment is alleged, the Facility Director must authorize the facility staff to be available without any impediment to allow YS/OJJ, DCFS, and/or local law enforcement to conduct an investigation into the allegation. The investigation may include, but is not limited to, reviewing relevant electronic monitoring recordings, interviewing alleged victims, perpetrators and witnesses, and reviewing and collecting any physical evidence.

SECTION 3: PROGRAM

3.1 Referral Process

A. A referral packet for each youth shall be submitted to the provider for consideration. Referral packets shall contain at least a social history, Individualized Service Plan (ISP) (if applicable), Structured Assessment of Violence Risk in Youth (SAVRY) summary results, and current educational records, and the residential level determination form if the youth has been deemed to be a Level II youth. The probation officer shall contact the provider to confirm receipt of the entire packet within five (5) working days and discuss when placement can be finalized. A youth’s admission into a
program shall be based on an assessment of the youth’s comprehensive problems and needs and on the ability of the provider to address them.

B. A provider shall not, without just cause, prevent admission of any referred youth.

3.1.1 Admission Policy

A. Each provider shall have clearly defined written policies and procedures governing admission, including any clinical, community or legal criteria for the exclusion of certain types of youth from program participation. The policy and procedures shall include, but not be limited to, the types of information to be gathered on all applicants before admission and procedures to be followed when accepting or rejecting referrals.

B. No youth shall be refused admission due to race, ethnic origin or religion.

C. A provider shall not admit more youth than the number specified on the license or contract without prior authorization from the OJJ and the DCFS Bureau of Licensing and Certification. Written documentation from the Bureau of Licensing and Certification is required for any change in capacity. A copy of this documentation shall be forwarded to the Regional Program Specialist.

3.2 Discharge Process

A youth placed in the program by YS/OJJ shall not be released without prior authorization by YS/OJJ.

A. The program may request the discharge of a youth who has successfully completed the program. The successful completion must be evident through his/her treatment progress, including educational goals.

B. An unplanned discharge may occur when a contractor requests termination of a youth who has not yet completed the treatment program. All unplanned discharges shall be approved by YS/OJJ. The contractor shall submit a written request for staffing that explains, in detail, justification for the youth’s removal from the program. If approved, the PPO/J will remove the youth from the program within 14 days. The contractor may request an unplanned discharge under the following circumstances: youth’s negative behavior is unsafe/injurious to self or others, lack of treatment progress, appeal to admission, etc. At a minimum, the youth, parent, counselor, teacher, program director, and originating/supervising probation officer(s) should participate in the unplanned discharge staffing. (See SOP 3.2.2)
C. OJJ may discharge a youth from the program at any time due to the following: recommendation to return youth to the community, court order to a less or more restrictive setting, lack of treatment progress, or youth has reached maximum period of supervision/full term date, etc.

D. The program shall complete a formal discharge summary within 5 (five) working days of a youth's release/discharge. The discharge summary must provide details of the youth's progress during enrollment and recommendations for further treatment. The discharge summary must be forwarded to the Probation Officer and parent within five (5) working days of the youth's release from the program.

E. Reintegration planning begins with the initial development of an ISP and is an ongoing process throughout the youth’s program. A reintegration plan shall be developed within 14 days of admission and updated on an ongoing basis.

3.2.1 Planned Discharges

A. A planned discharge is a discharge following the youth’s successful completion of his/her treatment program or the discharge of a youth on his/her full term date.

B. A program shall provide the supervising region and placing region (if different) a written recommendation for release at least 30 days prior to the youth’s completion of the program. This recommendation shall include the following:
   1. A current summary of the youth’s progress;
   2. A summary of the efforts to reach the youth’s goals and objectives;
   3. Any unresolved goals and objectives;
   4. Goals and objectives for parents/aftercare workers to reinforce;
   5. Recommendations for continuing service in his/her home community;
   6. The prognosis; and
   7. The current address of the recommended custodian.

C. YS/OJJ shall submit the official recommendation for release to the court.

D. The following procedures shall be followed at the time of discharge:
   1. The program shall provide a release agreement, to include the following:
      a. The name of the person or agency to whom the youth is to be released;
      b. A statement confirming the return of personal effects;
      c. A statement of completion of any pending actions (grievances, claims for damages, lost possessions, etc.); and
d. A statement of return of provider-issued articles (sheets, pillowcases, bedspreads, towels, washcloths, etc.).

2. The program shall immediately provide to the individual or agency authorized to transport the youth, his/her medication, prescriptions and Medicaid card.

3. Within five (5) working days, the provider shall provide to the supervising Region the following:
   a. Any dental or medical records available; and
   b. All school records available from the school(s) the youth attended while in the program.

3.2.2 "Unplanned" Discharges

A. An "unplanned" discharge is a youth’s termination prior to the completion of the planned treatment program, either at the request of the provider or on the initiative of YS/OJJ.

B. When a program believes a youth is at risk of an unplanned discharge or chooses to appeal the admission, the provider shall request a case staffing with the placing and supervising Region, if different, to determine if the identified needs/problems can be resolved.

C. A provider shall have a written policy concerning unplanned discharges. The policy shall include, at a minimum, the following provisions:

1. If the discharge is at the request of the provider, the program shall notify the Regional Program Specialist, supervising region and placing region (if different) in writing at least 14 days prior to the recommended date of removal. This request shall include, at a minimum, the following information:
   a. A current summary of the youth’s progress;
   b. A summary of the youth’s efforts towards achieving individual goals and objectives;
   c. Specific offense(s) and where applicable, dates and incident reports regarding the offense(s) which precipitated the request for removal; and
   d. Any unresolved goals or objectives.

2. Upon receipt of the 14 day request for removal notification, the supervising and placing regions, if different, shall schedule a staffing within fourteen (14) days with the provider and Regional Program Specialist to discuss whether the request is appropriate and determine steps to be taken to execute the discharge.
3.2.3 Emergency Discharges

A. Emergency discharge situations include, but are not limited to the following:

1. Youth participation in a major disturbance at the facility (i.e., riot or hostage situation, etc.);
2. Involvement and/or arrest of a youth for use or threatened use of a weapon against another person; and/or
3. Attempted suicides and other psychiatric emergencies.

B. Emergency discharges shall be initiated only when the health and safety of a youth or staff is endangered by the youth’s continued placement at the facility.

C. Emergency discharge situations resulting in hospitalization in a private facility for psychiatric or medical care shall require prior authorization from the supervising Region.

If the emergency occurs after hours or during the weekend, the provider shall contact the Regional Duty Officer, who shall contact the region of origin and the Community Based Services Program Manager on the next business day.

D. In cases of emergency discharge, the provider shall, at a minimum, do the following:

1. Unless an urgent situation exists, the provider shall give YS/OJJ a 72-hour notice of discharge.
2. Except in cases of life threatening emergencies, emergency discharges shall take place after consulting with the supervising Region.
3. In cases of life-threatening emergencies, the Regional Manager of the supervising region or the Regional Duty Officer shall be contacted as soon as possible, but no later than 24 hours of the incident.
4. In all cases of emergency discharge, the provider shall provide a comprehensive discharge summary to the supervising region to include, at a minimum, the following:
   a. A report on progress/lack of progress on all treatment plan areas;
   b. Recommendations for follow-up; and
   c. Prognosis as determined by a qualified professional.
The report shall be forwarded to the supervising region within five (5) business days of the date of discharge.

3.3 **Home Passes [see Attachment A.4.2 (i)]**

A. Home passes shall be granted to allow the youth to visit with the person(s) identified as the parent/guardian at the multidisciplinary team staffing. Home passes for youth shall be considered an integral part of the youth’s treatment plan. Frequency and duration of passes shall be determined by the multidisciplinary team and incorporated into the ISP. Any changes or variations shall be approved by the placing Region. Prior to granting home passes, the potential risk to public safety, benefit to youth and adequacy of home supervision shall be considered.

A youth must be in placement no less than 45 days prior to being considered for a regular home pass. Prior to granting an initial home pass to a youth, the provider shall contact the placing region to determine whether the court or YS/OJJ has placed restrictions on the youth’s pass privileges. A youth’s initial home pass may not exceed 48 hours.

Request for a home pass shall be submitted to the placing region no less than five (5) business days prior to the dates requested for the pass and shall include information as to:

- a) Youth’s current progress in the program (to include level if applicable);
- b) Details regarding prior successful and/or unsuccessful home passes;
- c) Details on last family session conducted;
- d) Goals for the home pass;
- e) Curfew and/or other conditions; and
- f) Transportation arrangements.

Provider shall have a written plan to monitor youth during home passes which can include regular phone contact, curfew checks, and/or random home visits, etc.

Requests shall be approved in writing by the placing Regional Manager for home passes up to 72 hours. Home passes in excess of 72 hours must be approved by the Regional Manager, who shall then forward to the placing Regional Director for approval. At the conclusion of each pass, the provider shall determine whether problems occurred or other significant positive or negative events transpired. This information shall be documented in the youth’s case record, and reported to YS/OJJ in writing in accordance with the guidelines outlined in Section 9.3 (Incident Reporting).
B. Frequency of passes shall be determined by the provider in accordance with the program description, subject to the following:

1. No youth shall be allowed to remain on a pass for more than 168 hours (7 days) in any given calendar month, nor shall they be allowed to remain away from the facility for two (2) consecutive weeks (i.e. last week of May and first week of June).

2. To the extent possible, youth should be in compliance with the behavioral treatment program to be eligible for a home pass (i.e., level system).

3. The length of the pass should be based on the needs of the youth rather than those of provider staff.

4. Under no circumstances shall a home pass interfere with the educational process.

C. All other special passes (i.e., funerals, extra passes due to weather conditions, etc.) shall be approved by the Regional Manager, or his/her designee, of the placing region.

3.4 Temporary Closure of Facility

Programs providing services to YS/OJJ are expected to provide these services on a continuous basis consistent with the terms of the contract.

Without prior approval of YS/OJJ, a provider cannot be closed by assigning all youth on home pass.

The only situation not requiring prior approval for temporary closure shall be a natural disaster, fire, flood or other emergency situation in which the provider may be closed temporarily, at the discretion of the provider, to ensure safety and well-being of the residents.

Payment may be withheld if a program cannot provide YS/OJJ with satisfactory justification describing the nature of the emergency or potential hazard to residents, which precipitated the closing of the facility.

Once the safety of the youth is assured, the provider shall immediately notify the supervising Regional Manager or Regional Duty Officer. Notification shall include the physical location of each youth assigned to the program.

3.4.1 Evacuation

The provider shall submit the facility’s evacuation plan to the supervising Regional Manager and the assigned Regional Program Specialist no later than May 15th of each year.
3.5  Travel

The following guidelines shall be adhered to for in-state and out-of-state travel:

3.5.1  In-State Overnight Travel

A. Planned overnight outings, within the state, shall be approved by the Regional Manager of the supervising region.

B. The program’s administrator or his/her designee shall notify the Regional Manager of the supervising region of the following:

1. The date(s) of the outing;
2. Location of overnight accommodations (address and telephone number);
3. Scheduled location of outing;
4. The number of youth involved; and
5. The number of staff providing supervision as well as their names and positions.

C. Notice to the supervising Regional Manager shall occur at least seven (7) days prior to the scheduled outing. The seven (7) day notice may be either verbal or written. Written documentation of a verbal notice shall be provided to the Regional Office at least three (3) days prior to the outing.

D. Travel for non-custody youth requires parental consent only unless otherwise required by the court of jurisdiction and/or the La. R.S. 15:542 (State Sex Offender & Child Predator Registry/Notification).

E. Any unusual occurrences during the outing shall be reported to the supervising Regional Office in the manner outlined in Section 9.3 (Incident Reporting).

3.5.2  Out-of-State Travel – Youth in Custody

Authorization for out-of-state travel for youth in the custody of YS/OJJ must have written approval of the Regional Director and the court of jurisdiction. Proper notification under the provisions of the La. R.S.15:542 (State Sex Offender & Child Predator Registry/Notification) must be made where appropriate. Below is the procedure to follow:

A. The provider notifies the supervising region in writing at least 30 days prior to the scheduled outing. The following information shall be included:

1. The dates of the scheduled trip;
2. The destination of the trip;
3. The transportation arrangements;
4. The address and phone number of overnight accommodations; and
5. The staff, by name and position, and youth.

B. Supervising Region:

1. Shall notify the placing region of the proposed travel.
2. Shall obtain youths’ signature on the “Interstate Compact Out-of-State Travel Permit and Agreement to Return” form and maintain forms in the youths’ file.
3. Shall contact the Regional Director or his/her designee for authorization for out-of-state travel after court approval is obtained. The court permission, parent permission and the Interstate Compact for Juveniles (ICJ) documents must be provided a minimum of seven (7) days, excluding weekends, prior to the travel date.
4. Shall notify provider of final decision.

C. Placing Region:

1. Obtains court approval after notification;
2. Obtains written approval from the youth’s parent/guardian; and
3. Advises supervising region when court approval is obtained.

Any unusual occurrences during the outing shall be reported to the supervising Regional Office in the manner outlined in Section 9.3 (Incident Reporting).

3.5.3 Out-of-State Travel – Non Custody Youth

Travel for non-custody youth requires parental consent only unless otherwise required by the court of jurisdiction and/or the La. R.S. 15:542 (State Sex Offender & Child Predator Registry/Notification). The provider, however, shall notify the supervising region of the youth’s name and date(s) of travel.

3.6 Recreation

A provider shall have a written recreation plan consisting of a minimum of one (1) hour of structured recreation services daily, which shall not include television. Activities shall be determined by the individual needs, interests, and levels of functioning of the youth served.

The recreational program shall include both indoor and outdoor activities. Activities must minimize television and make use of a full array of table games and other activities that encourage both solitary entertainment and small group interaction. A comfortable furnished area should be designated inside the facility for leisure activities.
The provider shall have an adequate number of qualified recreational staff to ensure effective organization and supervision of all recreational activities. It is the provider’s responsibility to arrange transportation and maintain adequate supervision. Utilization of community recreational resources shall be maximized.

Any costs associated with recreational activities shall be the responsibility of the provider. No youth shall be required to pay to participate in recreational activities. Participation in recreation shall be documented and maintained in the youth’s case file.

3.7 Employment

The provider shall maintain written policy and procedures that ensure YS/OJJ resources and staff time are devoted to assist employable youth in locating employment, when appropriate. Employment shall not interfere with the education or treatment program as identified in the ISP.

Staff shall ensure that youth are employed only in settings that meet all legal and regulatory requirements. The provider shall periodically visit the job-site to verify the youth is working under acceptable conditions. The provider shall regularly consult the employer concerning the youth’s performance. Every reasonable effort shall be made to select employment opportunities that are consistent with the youth’s age and interests. Preference will be given to jobs that are related to prior training or work experience which may be suitable for continuing post-release employment. Reasonable effort shall be made to provide youth with the highest paying job possible. Utilization of community and state job training and employment resources shall be maximized. Earned income by a youth in a residential setting/facility shall be managed in accordance with the provisions of SOP 3.12.1.

Incremental progress toward this treatment goal shall be recorded in the ISP monthly.

3.8 Education

Provider shall ensure that each youth has access to appropriate educational and vocational services that are consistent with the youth’s abilities and needs, taking into account age, level of functioning, and any educational requirements specified by law.

A. All youth of mandatory school age shall be enrolled in a school system or in a program approved by the Louisiana Department of Education. Any program that provides education on the grounds of the facility through a cooperative agreement with the local education agency or by virtue of an approved alternative school status shall ensure provision of all educational services by teachers certified by subject/grade as defined by the Department of Education. Regardless of the status of the school system utilized by the facility, every effort shall be made to ensure youth in the program are afforded the opportunity to take all state-mandated standardized testing.
B. The program shall provide structured educational activities for youth pending their enrollment in an appropriate educational/vocational setting.

It is the provider’s responsibility to facilitate referral to the School Building Level Committee (SBLC) when a youth is not making progress in the regular educational setting.

The program shall ensure that the special education needs of youth assigned to its care are addressed through the youth’s Individual Education Plan (IEP) as required by state and federal regulation (see Attachment (j), Title 28, Bulletin 1530).

C. The program shall maintain cooperative relationships with local school systems, colleges/universities, and trade schools for the purpose of developing and maintaining suitable programs for youth.

D. All eligible youth shall be given the opportunity to participate in a program of instruction leading to a traditional high school diploma or GED.

E. All youth who have obtained a high school diploma or GED and who desire to be enrolled in ACT preparation shall be given the opportunity to enroll and complete ACT testing.

F. All youth who have obtained a high school diploma or GED and desire vocational education shall be given the opportunity to participate in a vocational program.

G. All youth who have obtained a high school diploma or GED and have taken the ACT shall be given the opportunity to enroll in a college/university. Incremental progress toward this treatment goal shall be recorded in the ISP monthly.

3.9 Religion

Written policy and procedure shall ensure that attendance at religious services is voluntary. No youth shall be required to attend religious services.

A. All youth shall be provided the opportunity to voluntarily practice their respective religion.

B. Youth should be permitted to attend religious services of their choice in the community.

C. The provider shall arrange transportation and maintain adequate supervision for youth who take part in religious activities in the community.
D. If the youth cannot attend religious services in the community because staff has reason to believe he/she would attempt to flee, the provider shall make every effort to ensure that he/she has the opportunity to participate in religious services on-site.

E. Youth should be permitted to receive visits from official representatives of their respective faiths.

F. When the youth is a minor, the provider shall determine the wishes of the legally responsible person with regard to religious observances and shall make every effort to ensure these preferences are accommodated.

3.10 **Behavior Management**

Each provider shall have comprehensive written policies and procedures regarding a best practice or evidence-based behavior management program, which shall be explained to all youth, families and staff. These policies shall include positive responses for appropriate behavior, a provision for notice to the youth being disciplined, a mechanism for a fair and impartial hearing by a disciplinary committee and a process for appeal. The Behavior Management Plan is subject to modifications and approval by OJJ.

A. The program must use a behavior management system that provides rewards and consequences to encourage youth to achieve programmatic expectations. Providers must integrate the following elements within their behavior management systems:

1. Rewards and consequences are fair and directly relate to the target behavior(s).

   Rewards should include a range of token, tangible, and social rewards and can include earning privileges, certificates of completion, praise, points/tokens, etc.

   Consequences should be used to extinguish anti-social behavior and to promote behavioral change in the future by showing youth that behavior has consequences. Appropriate punishers include extra chores, time-out, response cost (e.g. loss of privileges, points, levels, extra homework, etc.)

   Consequences and rewards should be consistently applied. Rewards should be positive reinforcement for appropriate behavior.

2. Application of rewards outnumber consequences by a ratio of at least 4:1 (ex: there should be 4 rewards for every 1 consequence).

3. Facility restriction (no home pass, no outings) should never be used as a consequence, unless absolutely necessary and the Regional Program Specialist and Regional Manager have been notified.
Facility restriction should not exceed five (5) consecutive days without formal discharge from the program or authorization from OJJ.

4. Youth should never have control over the discipline of other youth.

5. If “time-out” is used, it should be therapeutic and not interrupt the educational goals of the youth. All “time-out” incidents must be properly recorded in the youth’s case file to include reason, location, length and monitoring of “time-out” incidents. For any youth experiencing an excessive number of “time-out” incidents (ex: more than two (2) per day or three (3) per week), the Program Director or his/her designee shall notify the youth’s parent, Probation Officer and Counselor.

Providers shall make every effort to resolve behavioral problems with the least amount of formal disciplinary activity possible.

3.10.1 Characteristics of the Formal Disciplinary Process

Providers are required to have a formal disciplinary procedure written in clear and plain language which provides: notice of the rules, penalties and process; notice to youth being disciplined; notice of the possibility of restitution; a mechanism for a fair and impartial hearing by a disciplinary committee; and a process for appeal. Restitution must be included for a particular rule violation to be used as a penalty. Youth shall receive training in the disciplinary process at orientation.

Prior to initiating a report or disciplinary action, careful attention must be given to the program rules to determine the seriousness of the behavior and the appropriate type of discipline. Discipline shall not compromise the safety and well-being of the youth. Disciplinary procedures must be carried out promptly and parents should be notified of infractions timely.

A. Staff shall make every effort to manage the behavior of youth by using positive reinforcement, setting clear expectations, and providing appropriate incentives.

B. Discipline shall be administered in a way that creates a learning experience for the youth.

C. Discipline is not to be administered in a way that degrades or humiliates a youth.

D. No youth shall supervise or carry out disciplinary actions over another youth.

E. Providers are prohibited from using the following actions as disciplinary penalties:

1. Corporal punishment of any kind
2. Physical exercise or repeated physical motions
3. Denial of meals/fluids
4. Denial of services
   a. Education
   b. Vocational services and employment
   c. Medical services
   d. Communication with family, probation officer, or legal counsel
5. Extra work detail

3.10.2 Restitution

YS/OJJ policy holds youth responsible for the financial consequences of their actions by authorizing restitution as part of the disciplinary process.

A. Basis for Restitution
   1. Actual cost restitution may be ordered as part of the disciplinary process when a youth has willfully damaged or destroyed property, or when an incident results in outside medical care for staff or youth.
   2. All youth shall be afforded an administrative hearing in accordance with the disciplinary procedures of the provider and standards set forth in this document if restitution is to be considered. The facts shall be documented by staff and a hearing shall be conducted with the multidisciplinary team.

B. Collection of Restitution
   1. Funds for restitution may be withdrawn from the youth’s personal funds, not to exceed one-half the total in the account. The youth’s personal needs allowance can be used to pay restitution only with the youth’s agreement. If the youth does not agree, and has no other funds available or insufficient funds, a plan shall be developed by the provider to assist the youth with restitution. In no instance shall a provider withdraw all funds in a youth’s account to satisfy a restitution claim.
   2. A summary of restitution activity shall be included in the quarterly report.

3.10.3 Appeal of Disciplinary Penalties

Each provider’s formal disciplinary procedures shall include a procedure for an appeal, or review, of the decision of the disciplinary committee by an individual or body who is not involved in the disciplinary action which the youth is appealing. Imposition of the consequence can be delayed at the discretion of the disciplinary committee.
orientation and at the time of any disciplinary action, the provider shall explain to the youth how to use the appeal process. This process shall be submitted to the Regional Program Specialist for approval.

3.11 **Youth Records**

The provider maintains confidential records on youth that include medical, mental health, substance abuse, educational, pre-vocational, vocational, social and life skills, behavior management, and other pertinent information involving the youth and his/her treatment at the facility.

A. Below are additional criteria for the maintaining of youth’s case files.

1. Youth records shall be kept confidential in locked areas and shall be directly supervised and controlled by an authorized staff member.

2. Youth records must include the following information:
   - SAVRY social history and summary
   - Criminal history
   - Psychological/psychiatric evaluation, if available
   - Educational records, IEP if applicable
   - ISP
   - Progress notes corresponding to history of problems and assessment results
   - Progress Reports for specialized services provided by other agencies or professionals, including subcontractors (addictive disorders clinic, sexual behavior problem treatment, etc.)
   - Vital statistics (birth certificate, social security card and immunization record)

3. Youth records are organized consistently so that information is readily available to appropriate OJJ staff.

3.11.1 **Confidentiality**

Confidentiality of records is of utmost importance.

At a minimum, the provider shall adhere to the following procedures:

A. All youth records shall be stamped "confidential" on the cover or outside folder.

B. Youth records shall be kept in locked areas and shall be directly supervised and controlled by an authorized staff member.

C. Automated records shall include a procedure to ensure confidentiality.

D. The provider shall have written policy and procedures to address the confidentiality of youth records.
1. Written policy shall specify what information shall be available to the youth and/or to the youth’s parent/guardian, and/or employer, particularly in the following instances: if the youth’s mental and/or social adjustment might be negatively affected; if a co-defendant is involved; if a confidential youth record is included; or if informants are named in the record.

2. Written procedures shall specify who shall supervise the maintenance of the records, who shall have custody of records, and to whom records may be released.

### 3.11.2 Access

**A.** Access to confidential youth files (e.g., medical, therapy, education, etc.) shall be limited to the following authorized persons:

1. Staff authorized by the provider and members of the administrative staff of the provider’s parent agency;
2. A parent/guardian for youth under age 18 or the youth if he/she is age 18 or over;
3. Appropriate staff of YS/OJJ;
4. Counsel for the youth with signed consent form;
5. Judges, prosecutors, and law enforcement officers, when essential for official business;
6. Individuals and agencies approved by YS/OJJ to conduct research and evaluation or statistical studies;
7. State licensing reviewers;
8. Social service agencies; and
9. Official auditing authorities (e.g., PREA auditors)

**B.** If YS/OJJ believes that information contained in the record would be damaging to the youth’s treatment/rehabilitation, the damaging information may be withheld from the youth and/or his/her parent(s) or others except under court order.

### 3.11.3 Youth Images

**A.** Youth in YS/OJJ custody or under its supervision shall not be utilized to or be allowed to participate in fund raising benefitting the contract provider. Using photographs or audio/video recordings for fund raising is also prohibited.

**B.** Written policy and procedure shall specify instances under which information concerning a youth shall be released. This policy shall include, but not be limited to, release of photographs to law enforcement, media,
third party agencies (local probation departments, community service providers, and other state agencies, etc.) or for inclusion in provider newsletters or publications.

Release of photographs to the media is prohibited unless a consent form signed by the parent.

C. Permission to release or use the photographs of youth in the custody of YS/OJJ shall require written authorization from the Deputy Secretary or his/her designee. For youth under the supervision of YS/OJJ, the provider shall obtain signed authorization from the youth and his/her parent or guardian on an appropriate release waiver.

3.11.4 Release Forms

A. The youth and legal authority (parent/guardian or Probation Officer) shall sign a “Release of Information Consent Form” before information is released.

B. The “Release of Information Consent Form” shall include the following:
   1. Name of person, agency or organization requesting information;
   2. Name of person, agency or organization releasing information;
   3. The specific information to be disclosed;
   4. Date consent form is signed;
   5. Signature of the youth and the legal guardian parent/guardian if the youth is under 18 years of age;
   6. Signature of the person witnessing the youth’s signature; and
   7. An expiration date giving consent to release the information.

C. A copy of the consent form shall be maintained in the youth’s record.

D. No documents provided by YS/OJJ shall be reproduced or distributed without YS/OJJ written permission.

3.11.5 Retention of Youth Records

Providers shall have a written policy on the retention and disposal of youth records which requires records to be kept for a minimum of the end of the fiscal year in which the youth leaves the custody/supervision of Youth Services, plus six (6) years, in accordance with YS Policy No. A.1.9.

If the youth is a sex offender required to register, the record shall be kept six (6) years after the end of the fiscal year in which the youth leaves Youth Services custody/supervision or for the youth’s lifetime, whichever is longer.
3.12 **Personal Funds**

Provider shall be required to deposit all personal funds collected for the youth in a public banking institution’s non-interest bearing account specifically designated "Youth Personal Funds" and to maintain a ledger showing the status of each youth’s account.

If a youth’s personal funds exceed $250.00, the provider shall open an individual interest-bearing account in the name of the youth.

All withdrawals by a youth or expenditures made on behalf of a youth shall be documented by a withdrawal request, signed and dated by the youth.

A provider may limit the amount of a withdrawal if possession of excessive amounts of money creates a security problem within the program or with the behavior management plan.

Restriction of access to earned income shall require the approval of the multidisciplinary team.

3.12.1 **Reporting Requirements**

A report shall be filed with YS/OJJ by July 15 for the year ending June 30 showing a list of all youth account balances, date of admission and, if appropriate, the date of discharge. This includes all residents who were in the program at any time during the preceding year. The personal fund account is subject to review or audit by YS/OJJ or its representatives at any time. Any discrepancies in youth accounts shall be resolved within 14 days of notification.

3.12.2 **Transfer of Personal Funds**

When a youth is discharged from the program, the balance of his/her account minus any funds due the provider shall be given or mailed to him/her within seven (7) working days, regardless of the reasons for discharge.

If the youth is to be reassigned to another program, a check made in the name of the youth shall be forwarded to the new program within seven (7) working days.

The provider shall document efforts made, including contact with YS/OJJ, in attempting to locate a youth for transfer of funds. When a youth cannot be located, funds held on his/her behalf are considered abandoned after 90 days and shall be remitted to YS/OJJ. The refund check shall be accompanied by the youth’s name, and case number.

3.12.3 **Claims Against a Youth’s Account**

A provider shall not require youth to pay for services and supplies which are to be provided by the facility (i.e., toiletries, linens, laundry service, drug screens, routine supplies and lunch money).
The provider shall not access the youth's account for damages without conducting an investigation into allegations against the youth which merit restitution to the facility and then holding a hearing per disciplinary procedure requirements, allowing for the youth to file an appeal on the findings. The appeal shall be reviewed and a final decision made and the youth shall be provided the results, in writing. If restitution is paid, the youth shall be told how much and how often the money shall be taken out of the youth's account.

3.12.4 Earned Income

The provider is responsible for accounting of income earned by the youth.

The provider shall establish a written plan for the youth to save at least 20% of his/her net earnings. The plan shall specify the purpose for which funds saved shall be used at program completion (i.e., deposits on utilities and housing, purchase of tools necessary for training or employment.)

3.13 Food Service

Programs required to provide meals shall serve a varied and nutritionally adequate diet with menus approved annually by a qualified nutritionist, physician or dietician, to ensure that nationally recommended allowances for basic nutrition are met. Youth with special nutritional needs for medical or religious purposes shall be provided a specialized diet.

The program shall accommodate YS/OJJ Food Services Director during routine inspections of food service facilities and review of menus.

3.14 Transportation

It shall be the responsibility of the program to provide all transportation associated with the youth’s ISP. It is YS/OJJ responsibility to assure the youth’s appearance at all court proceedings and to arrange transportation as indicated.

The provider shall be responsible for transportation to and from the facility for passes earned under the program’s behavior management system and those offered in accordance with the youth’s ISP.

A. Arrangements for transportation and care shall be made between the provider and placing region immediately upon receiving written notification requesting the youth’s appearance at a court hearing.

B. The facility shall have an adequate number of vehicles to move the entire population at any given time.

3.15 Clothing

Youth shall have sufficient clothing appropriate to participate in activities included in their ISP. Prior to placement, an inventory of all the youth’s clothing shall be completed by the placing Region and given to the provider.
Youth should arrive at the provider with their own clothing. If the youth does not have sufficient clothing, the program director or his/her designee shall contact the placing Region for authorization to make an initial clothing purchase.

Replacement clothing shall be purchased at the expense of the provider. Clothing left behind when a youth runs away from a facility shall be immediately secured, inventoried and delivered to the supervising region upon discharge.

3.16 **Reimbursable Program-Related Expenses**

YS/OJJ shall reimburse the provider for certain program-related expenses, according to the following terms:

A. The item or service must be provided to promote the health, well-being, and/or treatment goals of the youth.

B. The item or service is not available, nor fundable through any other source, including the youth’s family.

C. The cost of the item or service is not specifically funded by the per diem paid to the provider, nor uses the cost of other items or services submitted by the provider for the purpose of any part of a per diem rate.

D. The provider gets prior approval from the Deputy Secretary or his/her designee to make the expenditure.

3.16.1 **Examples of Reimbursable Expenses**

In certain emergency or unusual circumstances a youth may need an item or service not included in the per diem rate.

Each item or service submitted for reimbursement shall be reviewed on a case-by-case basis. Examples of reimbursable expenses include the following:

A. Clothing Purchases - A basic wardrobe shall be provided to any youth placed in the custody of YS/OJJ when the youth has insufficient clothing and no means to provide for clothing. Requests for initial clothing purchases shall include a clearly documented need and shall be submitted to YS/OJJ within the first 15 days of placement.

   The initial clothing purchase shall be limited to a maximum of $350.00 per youth and shall constitute a one-time expenditure.

   The program shall provide for other basic clothing needs to include seasonal garments and replacement of outgrown/worn clothing.

B. Medication Not Covered By Medicaid - YS/OJJ shall reimburse the provider for medications and/or health care items/services based on the following criteria:
1. The item or service is prescribed by a physician, or other health care professional licensed to provide such services.
2. The item or service is directly related to the health and well-being of the youth.
3. The item or service is denied reimbursement by Medicaid
4. The item or service is directly related to the treatment of an existing condition.

C. School Expenses - YS/OJJ shall reimburse the provider for certain expenses directly related to educational or vocational services. Reimbursement shall not include the routine purchase of school supplies, paper, pencils, pens, notebooks, workbooks, lunch fees, etc.

Program-related expense reimbursement for educational and vocational expenses shall be limited to those items not included in the per diem rate and may include expenses such as the following:

1. Tuition for approved course work, vocational education or required summer school; and
2. Tools, textbooks, supplies and special clothing required by vocational courses.

For reimbursement of vocational or post-secondary educational expenses, the provider shall submit documentation that the student has applied for and been denied financial assistance from state and federal programs or vocational assistance.

D. Reimbursement for Mileage - The cost of transportation that is necessary due to extraordinary or extenuating circumstances that arise during the course of a youth’s treatment program may be borne by YS/OJJ under the following circumstances:

1. Transportation of the youth is not part of the routine services provided by the program for which it is reimbursed in the per diem rate; and
2. The transportation required is to meet a specific unplanned or extraordinary need of the youth.

E. One-on-One Staffing - When extraordinary circumstances require one-on-one supervision of a youth, the additional costs of such an arrangement shall be requested by a provider and negotiated on a case-by-case basis. The request shall include the hourly rate of pay and the title and name of the person(s) providing the supervision. Requests are handled by the supervising region. One-on-one staffing may only be considered in crisis situations to address the safety of the youth and other residents.
One-on-one staffing is strictly short term (three (3) to five (5) days). Extensions beyond five (5) days require written justification and authorization by YS/OJJ.

All invoices with required documentation shall be provided to the supervising region within seven (7) working days of the one-on-one staffing incident.

SECTION 4: TREATMENT/LAMOD

Minimum treatment standards established herein shall apply to all services provided by the program. Any waiver or variation from the standards stated in this section shall be specified in the contract with YS/OJJ.

LOUISIANA MODEL (LAMOD) is an integral part of the Juvenile Justice Reform Movement. LAMOD was designed by the Office of Juvenile Justice (OJJ) with assistance from the Missouri Youth Services Institute (MYSI) and the Casey Strategic Consulting Group (CSCG). LAMOD provides a therapeutic environment that focuses on youth and staff interacting in small groups, involving family, and fostering positive peer culture. LAMOD prepares youth for re-entry into the community as productive citizens. All current residential facilities have been trained and shall implement LAMOD.

4.1 Individualized Service Plan

A. The provider shall develop a written ISP designed to enhance the growth and development of each youth assigned to its care. The plan shall address the youth’s individual educational, vocational, medical, personal, behavioral, placement and chemical dependency needs. Goals must be clear, concise, attainable, measureable, and individualized. This plan shall be developed by the provider in collaboration with the multidisciplinary team, utilizing all available resources including, but not limited to the following:

1. OJJ ISP;
2. Psychological evaluation/Psychiatric evaluation, if available;
3. Structured Assessment of Violence Risk in Youth (SAVRY) Summary Results;
4. Educational Records; and
5. Social History.

B. The plan shall be completed within 14 days of admission and a written copy shall be submitted to the supervising region, the placing region if different, and the youth and youth’s parents within seven (7) days of completion. The treatment plan shall include:

1. Anticipated program completion date;
2. Individualized goals and objectives to be achieved while in the program with anticipated completion dates; and

3. Reintegration Plan – plans to support and resources to be provided to the youth to continue to meet treatment goals in the community; these may include action steps to be taken by OJJ, the program, and the parent/guardian.

The ISP shall be reviewed monthly and updated by the multidisciplinary team at least quarterly. Progress or lack thereof shall be noted in the youth’s record.

4.2 Assessments and Reassessments

Staff must review all assessment instruments provided to the program for placement in education and treatment services. Providers are to ensure receipt of the SAVRY Summary Results at intake and reassessments at minimum, every six (6) months.

4.2.1 Reintegration Plan

A. The reintegration component of the plan shall be completed within 14 days of admission and submitted to the supervising region, the placing region if different, and the youth and youth’s parents within seven (7) days, and shall include the following:

1. Continued medication/mental health needs
2. Vocational/educational goals
3. Continued coordinated and integrated service delivery.

The reintegration plan shall be reviewed monthly and updated in conjunction with the ISP.

4.3 Counseling

Counseling/therapy may take place in-house and/or through community resources, but must be provided as per contract requirements by a qualified counselor/social worker/therapist. If a specialized counseling service is not a contract requirement, community resources shall be utilized to satisfy a youth’s need for counseling.

Group treatment should be provided utilizing a cognitive-behavioral, social learning model and have the ability to separate treatment groups by risk level. Group size should not exceed eight (8) to ten (10) per facilitator. The program should have the ability to provide individual counseling and family training on an as-needed basis.

For the purpose of this section, all counseling/therapy services provided to a youth, whether individual, group or family, must include the following elements:
A. Counseling/therapy should be planned, goal-directed, and focused on changing criminogenic behavior (conflict resolution, anger management, substance abuse, anti-social peer associations, problem solving, victim awareness, and deviant sexual arousal, etc.).

B. The methods and techniques applied in counseling and the frequency and intensity of the sessions should be determined by assessment and noted in the ISP. Frequency or “dosage” of treatment should be clearly matched to the youth’s level of risk and need measured by a standardized and objective instrument, such as the SAVRY provided by OJJ. Recent research indicates that the following guidelines can be useful to determine “dosage” of treatment: for “Moderate” risk youth with few needs (three or fewer) 100 hours is sufficient to reduce recidivism; for youth either “High” risk or multiple needs, but not both, 200 hours are required to significantly reduce recidivism; and “High” risk youth with multiple needs (more than three) should receive well over 300 hours of direct service delivery. The hours spent in treatment should be cognitive behavioral, and would not include time spent in other activities.

C. Counseling/therapy should utilize evidence based program/curriculum. The curriculum manual should outline the following items: therapeutic approach, goals and content of treatment sessions, recommended facilitation methods, and activities/homework assignments. Treatment curricula and strategies shall be delivered as designed.

D. The minimum standard for the frequency of counseling/therapy services shall be specified in the contract with YS/OJJ and shall be based on the identified needs of the youth.

E. Incremental progress towards treatment goals shall be recorded in the ISP on a monthly basis.

4.3.1 Individual Counseling/Therapy

Individual counseling/therapy shall be conducted by a qualified counselor/social worker/therapist under supervision of a licensed mental health professional.

Individual counseling/therapy shall be an ongoing component of the youth’s ISP. Each youth shall be assigned an individual who shall be responsible for providing the counseling/therapy.

Individual counseling/therapy shall be utilized in support of curriculum based group therapy, goals/behaviors identified in the youth’s ISP and crisis intervention.

In order to be considered individual counseling/therapy, sessions shall be a minimum of 30 minutes and shall be conducted by a qualified counselor/social worker/therapist under the supervision of a licensed mental health professional. Individual counseling/therapy
services shall be provided to each youth in accordance with their level of risk and need identified through assessments. All sessions shall be conducted by the youth’s counselor/therapist.

Each individual counseling/therapy session shall be documented on the Progress Notes form using an accepted format and shall document beginning and ending time, date, goal addressed, and signature of individual providing the service. Adequate space shall be provided for conducting private interviews and counseling/therapy.

4.3.2 **Group Counseling [see Attachment A.4.2 (k)]**

Group counseling/therapy shall be conducted by a trained and qualified facilitator.

Group counseling shall be an ongoing component of the youth’s ISP and aligned with the identified needs of each youth.

Group interventions targeted to specific issues shall use a curriculum-based, best practices model. The most effective interventions are cognitive behavioral within a social learning environment.

Organized staff development in the specific model of intervention shall be included in the facility’s staff orientation plan for staff providing the intervention.

Group counseling sessions are to be a minimum of one (1) hour in duration. Group notes shall be individualized and state information relevant to the content, behavior, progress for each youth, rather than a general summary of the group. A separate group note shall be written for each participant and shall include only the name of the individual being discussed. Notes shall include beginning and ending time, date, and signature of facilitator.

4.3.3 **Treatment Groups**

Treatment groups are designed to provide youth with the opportunity to acquire skills that foster healthy decision making and effective critical thinking.

As outlined in YS/OJJ contracts, residential programs shall provide:

A. **Social and other Soft Skills**
   1. Anger management
   2. Conflict resolution
   3. Refusal skills
   4. Interactions with authority figures
   5. Negotiation/compromising skills
B. Gender Specific Group/Education

These groups may be provided by trained and qualified staff under supervision of the master’s level mental health professional. The purpose of this group is to address the risk factors that predispose youth to delinquency and maladaptive behaviors. The group focus is on education and support, and deals with such issues as relationships, intimacy, self-esteem relative to gender, sexuality, identity, trauma, substance abuse education, moral development, parenting, etc.

C. Independent Living Skills Training

A contractor shall have a program to teach all youth independent living skills consistent with their needs. This program shall include, at a minimum, instruction in:

1. Appropriate social skills
2. Hygiene and grooming skills
3. Laundry and maintenance of clothing
4. Housekeeping
5. Use of recreation and leisure time
6. Use of community resources
7. Money management

When appropriate, the program shall also include instruction in:

1. Use of transportation
2. Budgeting
3. Shopping
4. Cooking
5. Punctuality, attendance, and other employment-related matters
6. Vocational planning

Incremental progress toward this treatment goal shall be recorded in the ISP monthly.

D. Parenting/Early Childhood Development

These groups shall be conducted by an individual with demonstrated instruction and/or experience in prenatal care and early childhood development.

The purpose of this group is to educate youth in the importance of prenatal nutrition and healthcare, proper care for children in the early stages of development, and various parenting skills, including discipline techniques and strategies to cope with the responsibility of parenthood.
4.3.4 **Family Counseling/Training**

The purpose of the family education/parenting skills program is to train parents/guardians to use effective interventions to increase acceptable behavior and decrease problem behavior, show parents/guardians how to manage stressful situations and teach their children skills to manage themselves in such situations, and to provide parents/guardians with ways to open lines of communication within the family and encourage constructive use of leisure time.

Family training shall be provided by any staff member trained and qualified to provide this service.

Family counselors shall have documented instruction and experience in family counseling.

Family counseling/therapy shall be conducted by an individual with, at minimum, a master’s degree in a mental health field and documented instruction and experience in family counseling, who is supervised by a licensed mental health professional.

**Family counseling services** shall be an integral part of the youth’s ISRP and shall be provided to all youth who shall return home upon release. Family counseling shall specifically address issues that directly or indirectly resulted in the youth’s removal from his/her home and the issue of his/her eventual reintegration into the community.

Family counseling shall be made available to families of youth with clinically identified child-parent relational issues, unless a licensed mental health professional has identified and documented in the client record that such intervention would be detrimental, at the time, to the youth’s mental health. A statement of goals to be achieved or worked towards by the youth and his/her family shall be part of the ISP.

Family counseling may include private family counseling sessions and/or family group sessions. These sessions shall be made in person whenever possible, but the facility shall also utilize telephone conference sessions if distance makes face-to-face sessions unachievable. Family sessions shall be conducted as needed in accordance with the ISP.

Each family counseling session shall be documented in session notes using an accepted format (DAGP) and shall document beginning and ending time, date, goal addressed, and signature of the individual providing the service.

4.4 **Specialized Services for Youth with Severe Emotional Disturbance**

Providers shall have written plans for providing specialized services to youth enrolled in their programs, including procedures for staff to follow and proper notification of the program director, parent/guardian, and probation & parole officer.
4.4.1 **Psychiatric Services**

Psychiatric services shall include evaluation, medication management, and consultation with program staff in the overall treatment/management of the youth’s mental illness.

The psychiatrist providing the services shall be a licensed board-eligible child/adolescent psychiatrist or a licensed board-eligible adult psychiatrist with at least three years of experience in providing services to children/adolescents.

Psychiatric services shall be provided when indicated, based on the acuity level of the youth, but no less frequently than once per month.

4.4.2 **Crisis Intervention**

The facility shall have a written plan for the provision of crisis evaluation and intervention services on a 24-hour basis. When the plan includes service provision by an outside agency or individual, there shall be a written contract or cooperative agreement with the outside party.

4.4.3 **Family Education/Counseling**

Family education regarding mental illness signs and symptoms, behavior management, and medication compliance shall be made available to families of youth with severe emotional disorders.

Family education shall be provided by an individual with a master’s degree in a mental health field or any staff member who has documented training in the above.

**Youth with Special Needs/Learning Disabilities/ADHD**

Accommodations shall be provided as needed to all youth with mental or learning disabilities to adequately understand and participate in any services/programs provided by the facility.

4.5 **Reporting Treatment Progress**

Beginning with the date of admission, the provider shall complete, in writing, a Quarterly Progress Report on each youth.

A. The quarterly report shall document the youth’s progress toward meeting the goals and objectives set forth in the ISP. Quarterly reports should focus on areas of positive change in behavior, participation level, and skill acquisition, as well as on the factors required for successful program completion. Progress in treatment provided by outside providers shall also be included in the report.
The quarterly report shall also include, at a minimum:

1. The youth’s medical condition, any medical treatment and/or medications prescribed;
2. The youth’s current grades (if applicable, attach copy of current report card);
3. Any unusual occurrence reports involving the youth;
4. The dates of any home visits during the reporting period and documentation of any problems reported;
5. The dates of family counseling sessions and documentation of parental participation;
6. Summary of restitution activity, if applicable; and
7. Reintegration Plan update including follow-up services.

B. Copies of the ISP and quarterly report shall be distributed, by the provider, to the court of jurisdiction, district attorney, supervising and placing region(s), and parent or guardian within seven (7) days of completion. Documentation of compliance shall be maintained in the youth’s case file.

4.5.1 Supervisory Reviews

A. Supervisors must routinely (at least quarterly) conduct reviews of the work product of staff under their supervision. At minimum, the following must be reviewed:

1. Youth’s case file, including completion of assessments, psychological evaluation, ISP, case notes (chronological order), progress reports, and discharge and after care reports.
2. Observation of staff on service delivery skills: communication skills, behavioral reinforcements, implementation and knowledge of treatment model, redirection techniques, and group facilitation, etc.

B. Supervisors should provide feedback to the employee regarding any areas needing improvement. The supervisor should follow-up to ensure implementation was accomplished and corrections were completed.

4.6 The Juvenile Sexual Behavior Problem Treatment Program

The JSBPTP Program is a community based treatment program approved by OJJ, for youth that have been adjudicated (convicted) for a sex crime. Participants must be age 12-18, and have been adjudicated for a hands-on sex offense. A typical period of treatment is 1 – 1½ years, but may require longer participation depending on progress and cooperation in treatment. The frequency of treatment will be one (1) to three (3) times per week depending on risk level and other factors. Therapy will include individual, family and group sessions.
SECTION 5: SECURITY AND SUPERVISION

5.1 Monitoring Movement of Youth

Youth in residential placements are in the legal custody of YS/OJJ. YS/OJJ has a responsibility both to the court of jurisdiction and the public to know the location of youth at all times.

The provider shall follow a written plan to allow staff in residential and non-residential alternative programs to monitor movement into and out of the facility. Program staff shall be able to account for the whereabouts of its participants at all times.

Providers shall develop and implement written policies and procedures that enable youth to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breast, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks. Such policies and procedures must require staff of the opposite gender to announce their presence when entering a dorm/housing unit. Providers that do not have discrete housing units (group homes) must require staff of the opposite gender to announce their presence when entering areas where youth are likely to be showering, performing bodily functions, or changing clothing.

5.2 Runaway

A youth shall be considered a runaway if he/she leaves the facility’s grounds without permission and fails to return within two hours, or if in the reasonable judgment of the staff, there is cause to suspect the youth has left with no intent to return.

A. In all instances the provider shall immediately notify the supervising Regional Duty Officer, local law enforcement, and contact the parent/guardian of the youth.
B. Clothing and other personal belongings shall be secured immediately.
C. Discharge shall occur at the time of runaway. (Refer to Section 3.2.2)

5.3 Routine Searches

Searches should be a part of every provider’s program and shall be conducted on a routine basis. The primary objective of a search is to ensure the safety of all youth, staff, and visitors. Searches shall be completed in the least intrusive manner possible for the type of search being conducted. The program shall maintain and make public written policies and procedures for conducting searches of residents, all areas of the facility, staff and visitors, to control contraband and/or locate missing property. The provider shall also have written policy and procedures establishing the consequences for residents found with contraband. The youth shall acknowledge, with their signature, that they were informed of what constitutes contraband and the consequences of possession.
5.3.1 **Provider Searches**

In order to ensure the safety of residents, staff and visitors, periodic house searches for contraband shall be conducted. The frequency and extent of the facility and ground searches should be consistent with program policies, and can be included during other routine inspections or activities. Searches shall be conducted by staff trained in the appropriate search techniques. Searches called by the provider staff can be limited to specific areas or youth. Youths’ belongings shall be disturbed no more than necessary during the search. The search shall be documented, including who conducted the search, what areas were searched and what type of contraband was found, if any. If a search yields contraband, the supervising probation officer shall be notified and if necessary, the appropriate law enforcement agency should be notified.

The program director may request the services of YS/OJJ (i.e., training and technical assistance) to assist its staff in conducting a search. YS/OJJ may conduct housing searches if conditions warrant.

5.3.2 **Personal Items Search**

Routine searches of suitcases, and/or personal items brought into the facility shall be conducted by facility staff prior to the youth taking possession of his/her property, or when the youth is returning from a home pass. Searches of a youth’s belongings may be conducted at any time and shall be as minimally intrusive as possible. Every effort must be made to have youth present when his/her belongings are being searched. All searches shall be documented in the facility’s logbook and if a search yields contraband, the supervising officer shall be notified and if necessary, the appropriate law enforcement agency must be notified.

5.3.3 **Youth Pat-Down Searches**

A. Pat-down searches of youth may be conducted whenever the provider feels it is necessary, to discourage the introduction of contraband into the facility, or to promote the safety of staff and other youth. A pat-down search shall be conducted when a youth returns from a visit, outside appointment or activity when there is reason to believe contraband is on his/her person.

B. Pat-down searches are conducted as follows:

1. The search shall be conducted by staff trained in proper search techniques.
2. The search shall be conducted by a staff member of the same sex and shall be in the presence of another staff member.
3. The youth shall be told he/she is about to be searched.
4. The youth shall remove all outer clothing (gloves, coat, hat, socks, shoes and belt) and empty all pockets.
5. The staff person shall then pat the outer clothing of the youth using only enough contact to conduct an appropriate search.
6. If the staff member finds a bulge, odd shaped lump, etc., the youth shall be asked to identify the item and appropriate steps should be taken to remove the item for inspection.

7. If the youth refuses to comply, the program’s director shall be notified immediately, and shall determine what action is appropriate.

C. All pat-down searches shall be documented in the facility’s logbook. Documentation shall include name of youth being searched, staff conducting the search and results of the search. A written report shall be completed when contraband is found to indicate the specific item discovered and reported to the supervising officer. If necessary, the appropriate law enforcement agency shall be notified.

5.3.4 Youth Strip Searches

A strip search is a visual search of a youth’s nude body, in a place out of the view of other persons. Strip searches may be performed by facility staff upon prior documented approval by the program director only and only after a pat-down search causes reasonable suspicion to believe that weapons or contraband may be found through additional searches.

The facility shall not search or physically examine a transgender or intersex youth for the sole purpose of determining the youth’s genital status, it may be determined through general conversation with the youth, medical records review or as part of a broader medical examination conducted in private by a medical practitioner.

The following are procedures for a strip search:

A. A strip search shall be conducted by two (2) staff members of the same sex as the youth who is being searched. One staff observes the youth to conduct the search. The second staff member observes the staff member conducting the search.

B. A strip search shall be performed in an area and in a manner that ensures the privacy and dignity of the youth.

C. The youth shall remove all clothing and move away from the articles.

D. Staff shall NOT TOUCH the youth.

E. The youth shall be asked to run his/her hands through his/her hair.

F. Staff shall search clothing carefully and return it to the youth.

A body cavity search—Visual or otherwise is PROHIBITED.

All strip searches are to be documented in writing, and if a search yields contraband, the supervising officer shall be notified and if necessary, the appropriate law enforcement agency should be notified.
5.3.5 **Visitor Searches**

Visitors to the facility shall be advised that their property and personal items may be subject to a search. Visitors may be required to submit packages, handbags and briefcases for inspection by trained staff. If there is reason to believe additional searches are necessary, admission to the facility shall be denied.

All visitor searches shall be documented in the facility log. If a search yields contraband, the supervising officer shall be notified and if necessary, the appropriate law enforcement agency shall be notified.

5.3.6 **Staff Searches**

All staff members shall receive rules that govern what is considered contraband in the facility. An acknowledgement of receipt of these rules shall be placed in their personnel file. The program director may authorize a search of a staff person’s belongings and/or a pat-down search to follow established guidelines. Refusal to comply with the search, or if contraband is found, shall be handled by the program director in accordance with the provider’s rules and regulations governing employees.

5.4 **Contraband Disposal**

All contraband found in the possession of youth, visitors, or staff shall be confiscated by staff and secured under lock and key in an area inaccessible to youth/residents. Local law enforcement shall be notified in the event illegal drugs, weapons, or paraphernalia are found. The program director, in consultation with YS/OJJ, shall be responsible for disposal of all contraband not confiscated by police. Visitor’s items that are unauthorized but not illegal will be taken and locked in an area inaccessible to the youth during the visit. These items will be returned to the visitor upon exit from the facility.

5.5 **Youth Drug Screens**

Drug screens shall be done randomly or on an as-needed basis with the approval of the program director.

A. A record shall be kept of all drug screens and results.

B. A positive drug screen shall immediately be reported to the officer supervising the case.

C. Drug screens shall be conducted when a youth returns from home pass.

5.6 **Use of Force**

The program shall use the least amount of force necessary to prevent and/or deter undesired behavior, including runaway behavior.

A. Physical force shall never be used as punishment.
B. Any use of force shall be documented in writing, dated, and signed by staff reporting the incident. The documentation shall be submitted to the program’s director.

C. Program staff shall abide by the mandatory reporter laws as reflected in Ch.C. Articles 603, 609, and 610; and La. R.S. 14:403, which requires staff working with youth who become aware of abuse and neglect take appropriate measures based upon their belief that abuse or neglect has occurred.

The program shall ensure that youth in the program receive adequate and humane treatment. All instances of suspected child abuse or neglect shall be reported to the DCFS toll-free number 1-855-4LA-KIDS (1-855-452-5437), which is manned 24 hours a day, seven (7) days a week.

Staff shall follow-up with a written report to DCFS using Attachment (h), the DCFS/CW Form CPI-2 noted in Section 2.6 above, and also available on the Internet at http://www.dcfs.louisiana.gov/assets/docs/searchable/OCS/CPI-2.pdf. A copy of this report shall be provided to the OJJ supervising regional office.

The program shall ensure no reprisals are taken against the youth or the staff reporting an incident.

D. A program shall not use any form of chemical restraint. If physical restraints are to be used, the program shall submit in writing for approval from YS/OJJ and the DCFS, Bureau of Licensing and Certification, the following:

1. The type(s) of restraining techniques;
2. The restraints to be used; and
3. Staff training to be provided in regard to physical restraint.

5.7 **Restrictions**

The provider shall have written policies and procedures regulating the use of room restriction or unauthorized areas. The policy shall ensure that:

A. There are procedures for recording each incident involving the use of restriction.
B. The reason for the room restriction is explained to the youth and he/she has an opportunity to explain the behavior.
C. Other less restrictive measures have been applied prior to restrictions.
D. Youth in room restriction shall have access to the bathroom.
E. Staff shall check on a youth in room restriction a minimum of once every 15 minutes and document such.
F. Room restriction may only be used in an unlocked area.
G. Room restriction shall not exceed a total of two hours for youth in residential programs. Restriction from a particular area (unauthorized area) due to behavior, misuse of property, etc. shall last no longer than the time needed to bring control to the situation.

5.8 Battery on Staff

All instances of battery committed on staff shall be documented and, whenever appropriate, charges shall be filed with appropriate authorities. Each incident shall be reported to the supervising regional office within 24 hours of occurrence via the completion of an OJJ/Unusual Occurrence Report (UOR) [see Attachment (l)].

5.9 Suicide Precautions

All providers shall have a written suicide prevention plan detailing the proper response to youth who demonstrate a risk of suicide. The procedure shall, at a minimum, include the following elements:

   A. A process for determination or assessment of suicidal behavior and risk by qualified professional.
   B. A procedure for contacting appropriate health authorities and YS/OJJ.
   C. A plan, created by a qualified professional, of direct supervision of a youth until a suicide crisis has ended and ongoing assessment.

5.10 Abuse/Neglect Reports

In accordance with the DCFS, all allegations of abuse and neglect shall be reported to the local parish DCFS Office or the Crisis Intervention Protection hotline. (Refer to Section 5.6 above for more information)

The Louisiana Children’s Code defines abuse and neglect as follows:

Abuse - any of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:

   A. The infliction, attempted infliction, or as a result of inadequate supervision, the allowance of the infliction or attempted infliction physical or mental injury upon the child by a parent or any other person.
   B. The exploitation or overwork of a youth by a parent or any other person.
   C. The involvement of the youth in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the care of the youth’s sexual involvement with any other person or of the youth’s involvement in pornographic displays, or any other involvement of a youth in sexual activity constitutes a crime under the laws of this state.
Neglect – the unreasonable refusal or failure of a parent or caretaker to supply the youth with necessary food, clothing, shelter, care, treatment, or counseling for injury, illness, or condition of the youth, as a result of which the youth’s physical, mental, or emotional health and safety is substantially threatened or impaired.

SECTION 6: ORIENTATION

6.1 Youth’s Rights and Responsibilities

All youth shall be advised of their rights and responsibilities, the provider’s zero tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse and sexual harassment and the expectations of the provider, through the orientation process which shall be conducted within 24 hours of admission [see Attachment A.4.2 (m)]. A signed copy of the attachment shall be filed in the youth’s case record.

6.2 Mail

Youth shall be allowed to send and receive letters from all persons, including people in other programs or institutions, unless specifically prohibited by order of the Court of Jurisdiction. All restrictions of mail shall be documented in the youth’s ISP. There shall be no restriction on the number of letters written, the length of any letter, or the language (English, Spanish, French, etc.) in which a letter may be written. Profanity, graffiti and/or gang symbols shall not be allowed on incoming or outgoing mail (refer to 6.2.5).

6.2.1 Letters

A. Inspection of Outgoing Letters
Outgoing letters are to be posted unsealed and inspected for contraband.

EXCEPTION: Outgoing “privileged” mail may be posted, sealed and may not be opened except with a search warrant, if it is confirmed addressed to an identifiable source. For purposes of this regulation “an identifiable source” means the official or legal capacity of the addressee is listed on the envelope and the name, official or legal capacity, and address of the addressee has been verified. Identifiable sources are as follows:

1. Courts;
2. Attorneys;
3. Probation and Parole Officers/Juvenile;
4. Deputy Secretary, Regional Director, Regional Manager; and
5. Other state and federal departments, agencies and their officials

Upon determination that the letter is not identifiable as privileged mail, the item shall be opened and inspected for contraband.
B. Inspection of Incoming Letters

Letters from the following identifiable sources shall be opened by the youth to whom they are addressed and may be inspected for contraband only in the youth’s presence:
1. Courts;
2. YS/OJJ officials and probation and parole officials;
3. Prosecuting attorneys;
4. Other attorneys; and
5. State and federal agencies and officials.

C. Reading of Letters

Routine reading of letters by staff is prohibited. The program director may determine that reading of a youth’s mail is necessary to maintain security, order, or program integrity. The youth’s supervising probation officer shall be notified when mail is read by program staff. If there is a determination made that it is necessary to read a youth’s mail, the reasons must be documented.

6.2.2 Stationery and Stamps

Programs shall provide youth with sufficient stationery, envelopes and postage for all legal and official correspondence and for at least two (2) personal letters each week.

6.2.3 Packages

All packages shall be inspected prior to being given to youth in an effort to prevent contraband.

6.2.4 Publications

Books, magazines, newspapers and printed matter which may be legally sent to youth through the postal system shall be approved, unless deemed a threat to the security of the program, content contrary to treatment plan; porn.

6.2.5 Withholding of Correspondence

If it is determined that any letters or publications passed through the mail illegally or present a threat to security or contains graffiti, they may be withheld from the youth it is addressed to. This decision shall be made by the program director. The decision and reasons are to be discussed with the youth and documented in his/her case file. The youth has the right to appeal this decision to the supervising Regional office.
All youth, regardless of status, shall be allowed to receive approved correspondence. However, youth on restriction may have their privilege of originating correspondence restricted to communications with the courts, YS/OJJ, parent/guardian and legal counsel.

6.2.6 Collection and Distribution of Mail

Collection and distribution of mail is never to be delegated to a youth, nor should the mail to be dropped on a table or other convenient location for each youth to come and look for his/her mail. Mail shall be delivered promptly to the youth to whom it is addressed.

6.3 Visitation

The provider shall develop written rules governing visitation and shall provide a copy to each youth, his/her parent or guardian and the placing region. In all cases, the provider, in collaboration with YS/OJJ, shall screen potential visitors and approve or disapprove their visitation in accordance with the provider’s criteria. The program’s written visitation policy is subject to approval by YS/OJJ.

6.3.1 Attorney Visits

A. The program shall develop written policies governing visits between attorney and client/youth. Policy must include at least the following: Attorney visits (face-to-face or telephone) with clients/youth must be approved in advance by the program director.

B. Attorney credentials must be verified through the Louisiana State Bar Association (LSBA). Verification can be obtained through the LSBA website @ www.lsba.org/default.aspx or by calling LSBA direct at 1-800-421-5722. Approval/Denial shall be provided by the program director.

C. Visits by Authorized Legal Representatives (ALR) may be permitted at the discretion of the program director. However, ALRs must not be on the visiting list of the youth and supervising attorney must provide an affidavit indicating the following information:

1. ALR’s name, social security number, and date for birth;
2. Length of employment and supervision; and
3. Attach copy of certification or license to affidavit.

D. Youth may refuse visits with an attorney at any time and such refusal must be indicated in writing. A logbook of all attorney and ALR visits must be maintained. The logbook shall include the name of the legal representative, date, and length of visit.

E. Visual observation of visits between youth and legal counsel is permitted; however, audio recording of the conversation is not permitted.
6.4 **Personal Safety**

Every youth has the right to feel safe. Providers have the responsibility to ensure that youth are safe while in their care.

Every youth shall be advised by the provider of the procedure to contact a professional staff person on a 24-hour basis if he/she does not feel safe.

The program’s director should make periodic contact with youth in the program to determine if they feel safe and comfortable when interacting with peers and staff. Case managers should routinely ask youth questions regarding perceptions of safety during individual treatment sessions and note responses in case notes.

Further, providers must have a written policy and procedure that allows intermediate-level or higher level supervisors to conduct unannounced rounds on all shifts to identify and deter staff sexual abuse and sexual harassment. Documentation of such rounds must be maintained and made available for review by OJJ and PREA auditor(s).

6.5 **Smoking/Sale of Cigarettes**

Every provider shall establish written policies and procedures banning use of cigarettes and other tobacco products at the facility or while exercising supervision over youth. The provider shall assist the youth in accessing smoking cessation programs, when needed.

6.6 **Research**

The provider shall not authorize any youth participation in research without written approval of YS/OJJ Deputy Secretary.

6.7 **Telephone**

Programs shall have written policies and procedures regarding the youths’ use of the telephone.

6.8 **Television Programming**

Programs may utilize television programming, cablevision services, satellite dishes, videotape/DVD rentals and sales or other appropriate means to provide basic and educational television in accordance with applicable state and federal laws and regulations.

Programming for cablevision/satellite services shall exclude premium movie channels, music video channels and other expanded programs due to excessive violence and sexually explicit subject matter.

Examples of basic channels allowed without restriction (not exclusive due to variations in channels available):
• Local television station(s)
• Educational channels (i.e., Louisiana Public Broadcasting, The Learning Channel, The Discovery Channel, etc.)
• Cable News
• Network ESPN
• WTBS
• WGN
• Nickelodeon
• USA
• TNT

Examples of expanded basic, music, video and premium channels not allowed (not inclusive due to variations in channel availability)*:

• Home Box Office (HBO)
• Cinemax
• Showtime
• Encore
• Starz
• Pay-per-view
• The Playboy Channel
• FLIX
• Music Video Channels (MTV, TNN, CMT, etc.)

*These channels are not allowed regardless of whether available as part of the basic or expanded basic package.

Rentals of videos/DVDs rated “R” or “X” are strictly prohibited.

Program directors shall periodically review and monitor television programming

6.9 Video Games

Video games rated T for Teen, M for Mature, or U for Unrated are strictly prohibited.

6.10 Computer/Electronic Device Use

Providers must have a policy governing youth’s access and use of computers and other electronic devices (netbooks, tablets, and smartphones, etc). Procedures must ensure that computers and electronic devices under the physical custody of youth limits access to unauthorized sites (adult content, social networking, EBay, etc.). In addition, they must not compromise the safety of the youth in the program. Use of content filters, such as firewalls to block access to unauthorized sites must be installed on electronic devices used by youth. Computers shall be used by youth for the purpose of education, rehabilitation, and vocational development.
Any misuse of computers or electronic devices (gaining access to unauthorized sites, downloading inappropriate/unapproved material, transmission of abusive or harassing language, etc.) by a youth must be reported to the probation officer via a UOR by the next business day following the incident.

6.11 Grievance Procedures

Each program shall have a written grievance procedure for youth. The procedure shall be written in clear and simple language and shall allow youth to make complaints without fear of retaliation.

The grievance procedure shall be explained verbally and in writing to the youth upon admission and quarterly thereafter. Written verification of receipt shall be maintained in the youth’s record.

SECTION 7: MEDICAL

7.1 Medical Services (Residential)

The provider shall have a written plan to access routine medical and dental services for youth assigned to its program. The plan shall include a written agreement with a licensed clinic, physician and dentist for routine care services. It shall establish procedures for staff to follow for making appropriate appointments and providing transportation for youth for the medical and/or dental service needed.

Upon admission, the provider shall obtain a “Consent for Medical Treatment Authorization Form” signed by the youth’s parent(s)/guardian or Youth Services. The consent form shall be filed in the youth’s case record at the facility.

Routine care shall be provided by a provider that accepts Medicaid reimbursement.

7.1.1 Physical Examination & Medical History

A. If a physical examination has not been performed on a youth within the previous 30 days, an exam shall be completed within one (1) week of admission to the program, which is to include an assessment of the child’s general health with focus on any injuries and/or diseases, and vision, hearing and dental screenings. It is not necessary to obtain a medical exam when a youth is transferred from another licensed program, if documentation of the previous examination was within one (1) year and includes vision, hearing and dental screenings. Each youth shall have a routine medical and dental examination annually.

B. Medical information shall be obtained immediately upon a youth’s admission to the program. A person trained by a recognized health
authority shall obtain this information for youth placed in residential care. The health screening evaluation report shall be filed in the youth’s program file. The evaluation shall include the following information:

1. Whether the youth is presently on medication;
2. Whether the youth has a current medical or dental complaint;
3. Medical and dental conditions for which the youth received treatment in the past;
4. The youth’s general appearance and behavior;
5. Physical disabilities;
6. Evidence of abuse and/or trauma; and
7. If needed, the program shall make referral(s) for substance abuse, mental health and suicide risk assessment/treatment. Medical/health related issues require documentation of parent/guardian notification. The parent and Probation Officer must be informed in writing of all referrals made as a result of screening(s).

C. Identified medical, dental and/or mental health needs shall be immediately addressed through prompt referral to the appropriate person(s) (e.g., healthcare service, parent/guardian, or YS/OJJ).

7.1.2 Access to Emergency Services (Residential & Non-Residential)

The program shall have a written plan for access to 24-hour emergency medical, psychiatric and dental care for assigned youth. The plan shall define the circumstances that constitute a medical emergency and include instructions to staff regarding their conduct once the existence of a medical emergency is suspected or has been established. The plan shall include arrangements for the following:

A. Transportation.

B. Use of hospital emergency rooms or other appropriate health facilities. In the event a youth is admitted to a medical hospital, the provider shall immediately notify the youth’s parent/guardian and the supervising or Regional Duty Officer, to facilitate direct supervision of the youth while in the hospital.

C. Emergency on-call physician and dental services when a health care provider is not readily accessible in a nearby community.

D. Notification procedure for youth’s parent/guardian, OJJ and program director, if not involved at the time of emergency. Notifications must be documented in either the youth’s case file or medical logbook and must include the date, time and name of person making notification.

E. Follow-up care for any medical, psychiatric or dental services determined necessary.
7.2 **Refusal of Medical Treatment**

If a youth refuses necessary medical treatment or medication recommended by a physician, the youth shall sign a “Statement of Refusal to Submit to Treatment”. A staff member shall witness the youth’s signature and this documentation shall be filed in the youth’s case record.

In the event of a medical or mental health emergency, as determined by the provider, medical attention for the youth shall be sought immediately. The provider should encourage the youth to comply with medical advice.

Although a provider may consent to medical treatment for a youth, the youth has the right to refuse.

7.2.1 **Youth 18 Years of Age or Older**

If a youth 18 years or older refuses medical treatment, the provider shall notify the supervising regional office immediately via UOR.

7.2.2 **Youth Under 18 Years of Age**

If a youth 18 years or younger refuses medical treatment, the provider shall immediately notify YS/OJJ via UOR and request assistance from the youth’s parent(s)/guardian and the supervising regional office.

7.3 **Suicide Prevention/Precaution**

A. The program has a written plan to safely assess and protect youth who have been identified as at risk of suicide.

1. The program has a written suicide plan that includes procedures for the initial identification and ongoing assessment of suicide risk, as well as precautions.

2. The plan details levels of appropriate supervision/observation used by the program to monitor the youth until trained mental health professional help is obtained.

3. The plan outlines the protocol for immediate notification of youth’s parent, OJJ, and program director, if not already directly involved in incidents concerning severe bodily injury and/or psychiatric episode. Notification must be documented in the youth’s case file.

7.4 **Notification of Serious Illness, Severe Bodily Injury or Severe Psychiatric Episode**

The program shall report any incidence of severe bodily injury, serious illness and severe psychiatric episodes, immediately, to the youth’s parents/guardians, supervising regional office (Regional Duty Officer) and placing regional office (if different).
7.5 Use of Pharmaceutical Products

A. A program shall have written policies and procedures governing the use, storage, inventory, disposal, and administration of medication to youth. Policies shall conform to all applicable laws and regulations including, but not limited to, those of the DCFS, Licensing Section.

B. Written policy must include at least the following elements:
   1. Medications shall be administered as prescribed by treating physician;
   2. Medications are stored in a secure and locked area. Inventory is maintained by a designated person on a routine basis; and
   3. Medical equipment (e.g. needles, syringes, scissors, etc.) are also kept secured, locked and inventoried.

7.6 Communicable Diseases

The health authority (i.e. the physician health administrator of an agency responsible for provision of healthcare services to the provider) shall establish policies and procedures for serving youth with infectious diseases such as tuberculosis, hepatitis-B, and AIDS. These policies and procedures shall address the management of communicable diseases; provide orientation for new staff and youth concerning the diseases, and ongoing education for staff and youth regarding infectious diseases. Counseling should be provided to youth with a positive HIV diagnosis. Policies and procedures shall be updated as new information becomes available.

A. In accordance with law, a youth may request to be tested for HIV. HIV testing should be conducted by the public health provider or a provider that accepts Medicaid reimbursement.

B. Examinations shall be performed on youth by proper medical authorities for all symptomatic cases of communicable diseases such as tuberculosis, ova and parasites, infectious hepatitis and venereal disease. Youth shall be tested and, if indicated, treated.

C. Staff shall be provided information about a youth’s medical condition only when that knowledge is necessary for the performance of their job duties. The health authority shall determine policies regarding any necessary labeling of files for staff protection, protection of other youth or proper treatment.

D. Confidentiality shall be maintained.
7.7 Pregnancy

A. Individual Treatment Plan goals and objectives shall be developed when a pregnancy has been confirmed. The plan shall be based on the orders of the youth’s community obstetric physician and shall include special care, regular medical check-ups, special dietary and recreational needs, and a proposed plan for the youth and baby following delivery.

B. Parenting classes shall be an integral part of the Individual Treatment Plan for all pregnant females in care.

C. Medical services relating to pregnancy shall be provided by a physician/hospital accepting Medicaid reimbursement, unless medical expenses are paid by the youth’s family.

D. In the event the infant is unable to remain with the mother in residential care, the child shall be placed with an appropriate family member or in the temporary care of the DCFS. All efforts should be made to continue contact between the mother and the infant.

7.8 First Aid Kits

A. First aid kits shall be locked and secured in an area of the facility readily accessible to program staff. Each kit shall include, at a minimum, the following:

- Latex gloves
- Rolled gauze
- Sponges
- Triangle bandages
- Band-Aids
- Instruction pamphlets for first aid
- Salves and other over-the-counter medication approved by a recognized health authority
- Antiseptic lotion
- Note paper and pencil
- Blunt end scissors, safety pins and tweezers
- Ammonia inhalant

B. The contents, location and use of first aid kits shall be reviewed annually with all staff. Contents of the kits shall be inventoried monthly and replenished as needed, taking into account the expiration dates of individual kit items.
7.9 **Notification of Death (Youth in OJJ Custody)**

In the event of the death of a youth in YS/OJJ custody, the provider shall immediately notify the appropriate law enforcement agency, youth’s legal guardian, supervising Regional Duty Officer and placing Regional Duty Officer, if different, and the local coroner.

Unless a waiver is requested by YS/OJJ and approved by the local coroner, an autopsy is required pursuant to LA R.S. 33:1563.

7.10 **Medical Staffing & Training**

Direct care workers and other staff shall be trained to respond to health related emergencies.

At least one staff member qualified to administer first aid and cardiopulmonary resuscitation shall be on duty at all times.

A. Training shall include, at a minimum, the following:

1. Recognition of signs and symptoms of physical illness and knowledge of action required in emergency situations;
2. Signs and symptoms of mental illness, suicide risk, retardation, chemical use and/or dependency;
3. Methods of obtaining assistance, including emergency medical back-up plans; and
4. Procedures for transferring youth to appropriate medical facilities or health care providers.

---

**SECTION 8  QUALITY ASSURANCE/QUALITY IMPROVEMENT**

8.1 **Contract Monitoring**

Contract programs shall be continuously monitored by the assigned Regional Program Specialist and other YS/OJJ personnel to ensure that youth are receiving safe and effective, high quality services that are consistent with contract requirements, including but not limited to service grid compliance, performance and outcome measuring, operating procedures, maintenance and upkeep of the physical plant, qualifications of staff, staffing patterns and staff development.

Programs will be monitored in accordance with assigned level of risk. Generally, residential programs are considered high risk and receive monthly monitoring, while non-residential programs such as Tracker and Mentor are considered moderate risk and receive bimonthly monitoring.
Upon completion of a monitoring visit, the assigned Regional Program Specialist will meet with the program director or designee to discuss findings.

**NOTE:** OJJ reserves the right to conduct random unscheduled quality assurance reviews to ensure program effectiveness and fidelity.

### 8.2 Non-Compliance

During the exit interview, the provider shall be notified of any deficiencies. The provider shall then be afforded the opportunity to take immediate corrective action. YS/OJJ shall address any remaining deficiencies in writing, and shall identify a specific deadline for correction. The provider shall be required to submit a corrective action plan outlining proposed solutions to have all deficiencies corrected by the deadline. Additional visits shall be made to each program as necessary to monitor contract compliance and ensure that progress is made on corrective action plans. Providers who fail to comply with the written corrective action plan shall be subject to sanction.

Sanctions may be imposed on any provider who fails to adhere to any provision of the Standard Operating Procedure (SOP), either intentionally or through negligence. These sanctions shall be issued by YS/OJJ Deputy Secretary and General Counsel, and shall not exceed three percent (3%) of the gross monthly billing. One sanction may be levied for each individual violation.

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

Continued sanctions may jeopardize the future of the provider’s contract with YS/OJJ.

Sanctions may include, but are not limited to:

- Reducing the number of youth assigned to the facility
- Monetary sanctions (reduction of monthly payment)
- Moratorium on placements
- Termination of Contract

### 8.3 Correctional Program Checklist (CPC)

The OJJ will evaluate programs using the evidence-based CPC designed to assess treatment programs. More specifically, the tool will assess how closely programs meet known principles of effective intervention.

The evaluation examines the programs in five (5) domains in the areas of content and capacity: Leadership & Development, Staff Characteristics, Quality Assurance, Assessment and Treatment. There are 77 items to be scored giving the program a rating of Very High Adherence, High Adherence, Moderate Adherence or Low Adherence to Evidence Based Practices.
OJJ desires for providers to score within the Very High Adherence to High Adherence range. Providers will be required to participate in the CPC evaluation process at least every 2 (two) years.

### 8.3.1 Correctional Program Checklist Provider Response

Following the review, the lead evaluator will complete and provide a comprehensive written report to the program director. The CPC report will discuss positive program components as well as provide recommendations to improve program effectiveness. Programs shall submit a written plan of action to OJJ within 30 days of receiving the report. The action plan must outline efforts being made to address the individual weaknesses identified in the CPC report with implementation timelines. The program shall work towards improving their score and compliance with the CPC.

## Section 9 REPORTING

### 9.1 Monthly Report

Providers shall submit a monthly report by the tenth (10\(^{th}\)) of each month to the Regional Program Specialist who is the Contract Performance Coordinator. The template is provided by OJJ and shall be submitted electronically.

### 9.2 Annual Report

Providers shall submit a written annual report within 30 days of the end of each contract year and at the expiration/termination date. The report shall reflect the efficiency and effectiveness of services for youth and the overall performance and outcome measure identified in the contract.

No later than May 15\(^{th}\) of each year, the provider shall submit the facility’s evacuation plan to the supervising Regional Manager and the Regional Program Specialist.

### 9.3 Incident Reporting

A. Each program must have a written policy indicating the manner in which all incidents outlined below are reported to the OJJ, including the name(s) of the responsible reporting person.

B. An Unusual Occurrence Report (UOR) shall be completed for reportable incidents and forwarded to the Regional OJJ Office as outlined below:

**Level I Incidents:**
1. Escapes, runaways and/or apprehensions
2. Deaths;
3. Life-threatening events;
4. Any other high profile or large scale event warranting immediate notification of authority (e.g., natural disaster, hostage situation, facility riot, large scale evacuation, etc.).

Level I Incidents are to be reported to the regional OJJ office immediately. If the regional office is closed, the Regional Duty Officer must be contacted.

**Level II** Incidents:
1. Fistic/Physical Encounters resulting in injury
2. All reported allegations of abuse by staff or other youth
3. Any medical/mental illness or injury requiring hospital/clinic visit.

Level II incidents are to be reported to the regional OJJ office within 24 hours of occurrence or by the next business day, if applicable. Level II incidents do not require after-hours notification.
DEFINITIONS:

**AGENCY** – Youth Services, Office of Juvenile Justice

**BEHAVIOR MANAGEMENT SYSTEM** – A structured system designed to increase appropriate behavior through the use of graduated sanctions and/or consequences and rewards applied in a consistent manner and typically influences the milieu of the living unit or dorm.

**BEST PRACTICE** – Systems or procedures that have demonstrated over time, the ability to produce positive outcomes.

**CHEMICAL AGENT** – An active substance, such as pepper spray, used to deter activities that might cause personal injury or property damage.

**CONTRABAND** – Items possessed by youth, staff, or visitors or found within the facility that are illegal or as expressly prohibited by persons legally responsible for administration and operation of the facility.

**CONTRACT COMPLIANCE** – Conformance to the programmatic expectations of effectiveness, efficiency, and efficacy of service delivery as defined within the contract, i.e. staff qualifications, housing, and security.

**CONTRACT PERFORMANCE COORDINATOR/CONTRACT MONITOR/REGIONAL PROGRAM SPECIALIST** – An agency employee assigned to review program effectiveness, compliance with contract provisions and accepted standards and public policy or state law; assists in staff development and provides technical assistance to support quality and compliance, as needed.

**CORRECTIONAL PROGRAM CHECKLIST** – Evidence based tool used by OJJ to evaluate program effectiveness and adherence to the known principles of effective intervention.

**CRIMINOGENIC NEEDS** – Major risk factors associated with delinquent/criminal conduct (e.g. anti-social attitudes, anti-social peers, substance abuse, impulsive behavior, and family factors).

**DAGP** – Data Assessment Goal and Plan – a standard format for writing progress notes. It includes data (information obtained from talking with the client and from observation); assessment (the counselor’s assessment of the information and of the client’s current functioning); goal (what the client will be responsible for), and a plan (plan for future treatment and as it relates to progress noted and updating of the treatment plan, may include homework assignments) necessary to reach the goal.

**DEPUTY SECRETARY** – Department of Public Safety and Corrections, Youth Services, appointing authority and agency head.

**EMERGENCY SHELTER** – A facility for the temporary placement of youth in OJJ custody who have not committed a felony-grade delinquent act or a misdemeanor-grade delinquent act based upon an offense against the person of another.
EVIDENCE-BASED PRACTICE – A practice that has been tested against a control group and has been scientifically proven to produce positive outcomes.

FACILITY LOGBOOK – A bound book with numbered pages in which program staff documents daily activities and important events on a regular basis.

FULL TERM DATE – Expiration date of disposition (date after which the Agency no longer has authority over the youth).

FUNCTIONAL FAMILY THERAPY (FFT) - A family-based intervention program for high-risk youth that addresses complex multidimensional problems through flexibly structured clinical practice. The FFT clinical model concentrates on decreasing the individual risk factors and increasing the individual protective factors that directly affect program participants, with a particular emphasis on the family.

HOUSING SEARCHES – Announced/unannounced searches of a youth’s living area designed to uncover contraband or stolen items, maximize sanitary standards, and eliminate fire and safety hazards.

INDIVIDUALIZED SERVICE PLAN (ISP) – A plan to address the individual needs of a youth. The plan outlines goals, objectives and interventions with timeframes and progress.

LAMOD – A therapeutic environment that focuses on youth and staff interacting in small groups, involving family, and fostering positive peer culture. LAMOD prepares youth for re-entry into the community as productive citizens.

MODEL PROGRAMS – (Evidence-Based Programs) – Programs with scientifically proven outcomes that can be replicated.

MULTIDISCIPLINARY TEAM – A group of individuals from diverse disciplines who provide comprehensive assessment and consultation and assist in identifying the goals of the Individual Treatment/Intervention Plan. The MDT should include facility and/or community providers, mental health professional, educators, agency staff, youth and family members.

MULTISYSTEMIC THERAPY (MST) - An evidence based intensive family and community-based treatment program that focuses on addressing all environmental systems that impact youth -- their homes and families, schools and teachers, neighborhoods and friends.

NON-COMPLIANCE – Failure to meet the terms of the contract.

OJJ – Youth Services, Office of Juvenile Justice, formerly Office of Youth Development (In 2008 the name was changed by statute to Office of Juvenile Justice)

OUTCOMES – The desired impact and effectiveness of the service to the client; shall be measurable and observable.

PAT-DOWN – A search of a fully clothed person. He/she may be required to remove all outwear for the search, i.e., coats, jackets, hats, shoes, socks and belt only.
PERFORMANCE COMPLIANCE - Conformance to the programmatic expectations of effectiveness, efficiency, and efficacy of the service delivery as defined by contract performance standards (examples are staff qualifications, housing and security).

PHYSICAL RESTRAINT – The act of applying appropriate physical force to a youth to control dangerous behaviors and minimize the chance of injury to staff, other residents, and/or the youth being restrained, and/or to prevent a youth from absconding from custody.

PLACEMENT – The assignment of a youth to a residential or non-residential contract program by the Office of Juvenile Justice.

PLACING OFFICER – The officer who initially assigns the youth to a contract program.

PLACING REGION – The Office of Juvenile Justice region from which a placement originates.

PPO/J – Probation and Parole Officer/Juvenile, Office of Juvenile Justice Probation Officer

PREA – Prison Rape Elimination Act of 2003 was enacted by Congress to address issues of sexual abuse and sexual harassment of persons in the custody of U.S. correctional agencies. This legislation requires the Bureau of Justice Statistics (BJA) to initiate new national data collections on the incidence of prevalence of sexual violence within correctional facilities. PREA defines four categories of sexual abuse for purposes of data collection: abusive sexual contacts, nonconsensual sexual acts, staff sexual harassment and staff sexual misconduct.

PROGRAM UNIT/SLOT – Contract designation for the approved number of youth who can be assigned to a program at any one time.

PROVIDER – An individual or organization providing services to the Office of Juvenile Justice, through a duly executed contractual agreement; the terms “facility” and “program” are also used to mean provider.

REGION – An organizational subdivision of the Office of Juvenile Justice, Youth Services.

REGIONAL DIRECTOR – OJJ staff responsible for the Northern, Central/Southwest or Southeast service areas. The Regional Director supervises the Regional Managers.

REGIONAL DUTY OFFICER – The person designated by the Regional Office to be responsive to provider contacts in emergency and crisis situations.

REGIONAL MANAGER – Managers of the Community Based Services (CBS) field offices located throughout the state.

RESIDENTIAL – Placement for custody youth in a structured setting more restrictive than supervision, but not as restrictive as secure care.
**RESIDENTIAL LEVEL DETERMINATION FORM** – Form used by OJJ and the Department of Children and Family Services (DCFS) to determine the level of residential care and billing reimbursement.

**RUNAWAY** – A youth in the custody or under the supervision of the Agency who leaves the grounds of a program without authorization, fails to return within two hours of the authorized time by the program, or there is reason to believe youth will not return to a program.

**STRUCTURED ASSESSMENT OF VIOLENCE RISK IN YOUTH (SAVRY)** – Structured and objective assessment used to predict violence and general delinquency in youth.

**STRIP SEARCH** – The search of a youth’s person during which the youth is required to remove all clothing.

**SUPERVISING REGION** – Region in which the contract program is geographically located.

**SUPERVISING OFFICER** – The officer responsible for monitoring a placement of the youth while he is assigned to a particular community contract program.

**TREATMENT** – Any therapeutic or rehabilitative service provided to a youth by a provider.

**YOUTH** – A young person adjudicated delinquent or Families in Need of Services (FINS) and placed in custody or under the supervision of the Office of Juvenile Justice.