

REQUEST FOR PROPOSALS

**For
Professional Services**



RFP #:3000010805

Proposal Due Date/Time: SEPTEMBER 9, 2018

**State of Louisiana
Department of Children and Family Services**

[July 30, 2018]

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Purpose	4
1.2	Background.....	4
1.3	Goals and Objectives	4
1.4	Term of Contract	5
1.5	Definitions	5
1.6	Schedule of Events	6
1.7	Proposal Submittal.....	7
1.8	Qualifications for Proposer	7
	1.8.1 Mandatory Qualification.....	7
	1.8.2 Desirable Qualification	8
1.9	Proposal Response Format.....	8
	A. Cover Letter.....	8
	B. Table of Contents	8
	C. Executive Summary	8
	D. Company Background and Experience.....	8
	E. Approach and Methodology	9
	F. Proposed Staff Qualifications	9
	G. Louisiana Veteran and Hudson Initiative.....	10
	H. Cost Proposal.....	10
	I. Certification Statement.....	11
	J. Outsourcing Key Controls.	11
1.10	Number of Copies of Proposals.....	11
1.11	Technical and Cost Proposals.....	11
1.12	Legibility/Clarity	11
1.13	Confidential Information, Trade Secrets and Proprietary Information.....	11
1.14	Proposal Clarifications Prior to Submittal	12
	1.14.1 Pre-Proposal Conference	12
	1.14.2 Proposer Inquiries	12
	1.14.3 Blackout Period	13
1.15	Errors and Omissions in Proposal	13
1.16	Changes, Addenda, Withdrawals	13
1.17	Withdrawal of Proposal	14
1.18	Waiver of Administrative Formalities	14
1.19	Proposal Rejection/RFP Cancellation	14
1.20	Ownership of Proposal.....	14
1.21	Cost of Offer Preparation	14
1.22	Taxes	14
1.23	Determination of Responsibility	14
1.24	Use of Subcontractors.....	15
1.25	Written or Oral Discussions/Presentations	15
1.26	Acceptance of Proposal Content.....	15
1.27	Evaluation and Selection.....	15
1.28	Best and Final Offers (BAFO).....	16
1.29	Contract Award and Execution	16
1.30	Notice of Intent to Award	16
1.31	Right to Prohibit Award.....	17
1.32	Insurance Requirements	17

1.33	Indemnification and Limitation of Liability	18
1.34	Payment.....	19
	1.34.1 Electronic Vendor Payment Solutions	19
	1.34.2 No Guarantee of Quantities.....	19
1.35	Termination.....	19
	1.35.1 Termination of the Contract for Cause.....	19
	1.35.2 Termination of the Contract for Convenience	20
	1.35.3 Termination for Non-Appropriation of Funds.....	20
1.36	Assignment	20
1.37	Right to Audit	20
1.38	Civil Rights Compliance	22
1.39	Prohibition of Discriminatory Boycotts of Israel	22
1.40	Record Ownership	23
1.41	Entire Agreement/Order of Precedence	23
1.42	Contract Modifications.....	23
1.43	Substitution of Personnel	23
1.44	Governing Law.....	24
1.45	Claims or Controversies.....	24
1.46	Code of Ethics.....	24
1.47	Corporate Requirements.....	24

PART II. SCOPE OF WORK/SERVICES

2.1	Scope of Work	24
2.2	Task and Services.....	25
2.3	Deliverables	27
2.4	Technical Requirements.....	28
2.5	Project Requirements.....	28

PART III. EVALUATION

3.1	Cost Evaluation.....	30
-----	----------------------	----

PART IV. PERFORMANCE STANDARDS

4.1	Performance Requirements	30
4.2	Performance Measurement/Evaluation	31
4.3	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements.....	32

ATTACHMENTS

	Attachment I, Certification Statement.....	33
	Attachment II, Sample Contract.....	35
	Attachment III, Electronic Vendor Payment Solution	44
	Attachment IV, Hudson & Veteran Initiative	46
	Attachment V, Budget	47
	Attachment VI, Confidentiality Policy	52

**REQUEST FOR PROPOSAL
FOR
Securing SSI/SSDI benefits for Foster Children**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing services to develop and execute a program to secure Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) survivor benefits for children placed in Louisiana's foster care system. The contractor shall provide services in accordance with Title II (SSDI) and Title XVI (SSI) of the Social Security Act.

The potential resulting contract includes the filing of SSI or SSDI applications for foster children on the behalf of the Agency and filing an appeal when appropriate, conducting required reviews on children who currently receive benefits, facilitating change of payee for current payment, and reporting placement changes to the Social Security Administration (SSA).

In addition to the work described in the previous paragraph, the scope of work also includes applying for SSI benefits for youth close to aging out of foster care, called Youth Transition Program.

1.2 Background

The Department of Children and Family Services (DCFS) is working to keep children safe, helping individuals and families become self-sufficient, and providing safe refuge during disasters. Within the DCFS umbrella, the Child Welfare section is committed to working with families and communities to ensure the safety, permanency and well-being of the children served. DCFS provides placement and daily care to children in the custody of the State of Louisiana as a result of abuse and/or neglect. Placement and care are provided through an array of services based on the unique care needs and best interests of each child. DCFS provides for the public child welfare functions of the state, delivering services through a state administered system of nine (9) regional offices for sixty-four (64) parishes.

1.3 Goals and Objectives

The goal and objective of this project is to develop and execute a process that will enable the DCFS to recover funds on behalf of children who are eligible to receive SSI and/or SSDI benefits under Title II and Title XVI of the Social Security Act. The project will target predominantly children in DCFS foster care, with a specific focus on children aging out of

DCFS foster care.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about October 15, 2018 and is anticipated to end on September 30, 2019. 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. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

- A. Shall and Will– The terms “shall” and “will” denote mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May and Can- The terms “may” and “can” denote an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – Any person having a contract with a governmental body; the selected proposer.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State - The State of Louisiana.
- H. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. DOA - Division of Administration
- J. OSP – Office of State Procurement
- K. Proposer – A firm or individual who responds to this RFP.
- L. RFP – Request for Proposal

M. Proposal - A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.

N. DCFS – Department of Children & Family Services

O. SSI- Supplemental Security Income - The Supplemental Security Income (SSI) program pays benefits to disabled adults and children who have limited income and resources.

P. SSDI- Social Security Disability Insurance - The Social Security Disability Insurance program pays benefits to adults and certain family members if the adult worked long enough and paid Social Security taxes. (The adult child also may qualify for benefits on the parent’s earnings record if he or she has a disability that started before age 22.)

Q. SS- Social Security

R. SSA- Social Security Administration

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPAC	07/30/18
Pre-proposal conference (if applicable)	[N/A]
Deadline for receipt for written inquiries	08/14/18 @ 4:30PM
Deadline to answer written inquiries	08/28/18
Deadline for receipt of proposals	9/9/18 @ 4:30PM
Presentations & Discussions (if applicable)	[N/A]
Notice of Intent to award announcement, and	09/23/18
14-day protest period begins, on or about	09/23/18
Contract execution, on or about	10/15/18

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 in the section 1.8.1. The proposal must be received in hard copy (printed) version by the RFP Coordinator (see contact information below) on or before 4:30PM Central Daylight Time on the date specified in the *Schedule of Events (see Section 1.6)*. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

DCFS, Federal Programs & Grants
Chetia Thibodeaux, Child Welfare Manager 1
P.O. Box 3318,
Baton Rouge, LA 70802

For courier delivery, the street address is 627 N. 4th St., Baton Rouge, LA 70802 and the telephone number is 225-342-5461. 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.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

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

- Proposer must have access to Social Security data under the "Computer Matching and Privacy Protection Act" agreement. Proposers shall demonstrate their understanding and/or experience with SSDI/SSI as well as demonstrate their record of success getting cases approved by SSA.
- Proposer must have at least 6 months of experience completing and submitting SSI applications and experience with the Social Security Administration and provide documentation to DCFS.
- Proposer must have a Louisiana Business License OR be able to demonstrate non-profit/not for profit status at the time of contract signature.
- Proposer must provide a list of every business or public body for which services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- Proposer must provide a list of failed projects, suspensions, debarments, and significant litigation. Please also provide the current status of each item listed.
- The proposer shall provide prior experience in providing work of similar size and scope, and functionality to demonstrate the Proposer's ability to develop, execute, and manage a program to secure SSI and Social Security Benefits for children in foster care.
- The proposer shall submit a detailed narrative statement listing the three most recent comparable contracts (including contact information) which you have performed. For

each contract, describe how the ~~supplies~~ or services provided are similar to those requested by this proposal and how they differ.

1.8.2 Desirable Qualifications:

DCFS prefers that the assigned supervisor/manager have an educational background with a minimum bachelor's degree in social work, rehabilitative services, or a related field along with three years of experience. The knowledge of physical and mental disabilities, the Social Security Act, and state and federal rules and regulations relating to the disability insurance and supplemental security income benefits is also desired

1.9 Proposal Response Format

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

A. Cover Letter

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

B. Table of Contents

The proposal should be organized in the order contained below.

C. 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 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.

D. Technical Proposal - 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.

The proposer shall provide their most current financial statement, financial statements for the last two (2) fiscal years, and information reflecting their current financial position. If you have audited financial statements meeting these requirements, you must provide those statements.

The proposer shall provide three (3) reference letters addressing the proposed services within this solicitation. The reference letter shall include name of the contact person/project manager, name of organization, address, email address, and phone number.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section 1.8.1.

E. Technical Proposal - 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 Proposer should:

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

F. Technical Proposal - 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.

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) are requested for the cited projects in the individual resumes.

DCFS prefers that the assigned staff have an educational background with a minimum bachelor's degree in social work, rehabilitative services, or a related field. Six years of employment may be substituted for the bachelor's degree.

Proposers should clearly describe their ability to exceed the qualifications described in the Desirable Qualifications for Proposer section 1.8.2.

The Proposer's personnel performing services shall be physically located within the State Office of DCFS (unless waived by DCFS). All activity including staff training, referrals, collection of information, completing applications and redeterminations, meetings with agency staff and interaction with the local Social Security offices must be handled within the state of Louisiana.

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

Not applicable. Please see Attachment IV.

H. Cost Proposal

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

Travel and other allowable expenses will only be reimbursed in accordance with the Louisiana Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. Reimbursement of travel expenses shall constitute part of the total maximum payable under the contract. Each contractor must agree to accept payment made under the terms of the contractual agreement in full for services delivered.

The Proposer must prepare an annual as well as an overall three-year budget to demonstrate how they will deliver the services outlined in the RFP.

The Proposer shall provide the total cost, including but not limited to staff salaries, benefits, training cost, travel and project expenses, and for providing all services described in the RFP.

The Proposer shall provide a detailed Cost Proposal for each potential year of services. The Cost Proposal shall include a detailed summary of all rates and fees for all services to complete requirements stated within the Scope. The price breakdown shall include all support and any associated pricing for reporting, training, and site visits. The Cost Proposal shall include the total cost for a one-year period.

Cost proposals shall be submitted on the budget form furnished, **Attachment V: Budget**.

I. Certification Statement

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

J. Outsourcing of Key Internal Controls:

Not applicable for this RFP.

1.10 Number of Copies of Proposals

The State requests that [4] copies of the proposal be submitted to the RFP Coordinator (see Section 1.7) at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if 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:

- Technical proposal – One (1) Original (clearly marked “Technical”) and [3] numbered copies of the **technical proposal**. All should be clearly marked technical proposal.
- One (1) Original (clearly marked “Original”) and [3] numbered copies of the **cost proposal**. All should be clearly marked cost proposal.

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

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 Dept. of Children & Family Services.

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

Contractor Safeguarding Information

The Contractor shall restrict access to and safeguard the use and disclosure of information concerning applicants for and recipients of services (in accordance with the provisions of 45 C.F.R. 205.50 and in accordance with applicable state laws and regulations).

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

NOT REQUIRED FOR THIS SOLICITATION

1.14.2 Proposer Inquiries

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

Chetia Thibodeaux, Child Welfare Manager 1, P.O. Box 3318, Baton Rouge, LA, 70802, FAX 225-342-0965, PH 225-342-5461, and E-mail Chetia.Thibodeaux.DCFS@LA.GOV

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 4:30PM CT on the date 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 8/12/18 at: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Only Chetia Thibodeaux, Child Welfare Manager 1, 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 [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that

LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let 3 under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

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://wwwcfprd.doa.louisiana.gov/osp/lapac/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 a 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

Reminder: Update with correct date after approval is granted.

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 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 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 this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. 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

NOT APPLICABLE TO THIS CONTRACT.

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.

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 [10] business days, or if the selected Proposer fails to sign the final contract within [10] business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked 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(s) with the highest score(s). The State reserves the right to make multiple awards.

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

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

Any 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

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-. This rating requirement shall be waived for Worker's Compensation coverage only. Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

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

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

follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

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

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

1.33 Indemnification and Limitation of Liability

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-

infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

1.34 Payment

Payment terms shall be negotiated with the successful Proposer. Payment will only be provided on a cost reimbursement basis. During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. Contractor will not be paid more than the maximum amount of the contract. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 2.3. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payment within thirty (30) calendar days of the approval of invoice and under a valid contract.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods 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** for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided 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 this 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.

1.35.2 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.

1.35.3 Termination for Non-Appropriation of Funds

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

1.36 Assignment

The contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. Notice of any assignment, transfer, or novation of any interest in this contract, previously approved by the State, shall be promptly (within three (3) business days) provided to 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 of money due or to become due from approved contracts shall be furnished to the State within ten (10) days of such assignment.

1.37 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

- The Contractor shall maintain books; records, documents and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder and in accordance with record retention policy.
- The Contractor shall acquire and provide to DCFS a yearly independent audit.
- The Contractor agrees to preserve and make available to the State, upon request, such records for a period in accordance with record retention policy.
- The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract and an audit can be conducted at any time the State deems necessary.
- The Contractor agrees the cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor.
- Reimbursement to the State for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

Audits, Inspection and Review of Records

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this contract and the right to conduct on-site monitoring.

Social Service Contractor also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

(1) Any sub recipient contractor who expends \$750,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of 2 CFR Part 200 Subpart F Revised December 26, 2014. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exceptions to an annual audit are those exceptions as noted at 2 CFR Part 200.504 Subpart F.

(2) Any sub recipient contractor who expends less than \$750,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public, or quasi-public agencies or bodies as defined by the Statute.

(3) Any sub recipient contractor who expends less than \$750,000 in federal 24:513 (State Audit Law), then no audit is required.

(4) Any sub recipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement

contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office is performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 2203

Contractor sub recipient is required to obtain approval of its engagement letter from the Legislative Auditor's office. This engagement letter approval process should begin at least ninety (90) days prior to the end of the Contractor's fiscal year. Contractor sub recipient shall inform the Agency thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract, or grant should be attached. Sub recipient contractor should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.

Upon completion of the audit engagement, two (2) copies of the completed report shall be forwarded to: Louisiana Department of Children and Family Services, c/o Office of Management and Finance, External Audit Section, P. O. Box 3927, Baton Rouge, LA 70821. This is in addition to any other required submissions imposed on the audit entity.

1.38 Civil Rights Compliance

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, 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.

1.39 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.

1.40 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 or provided by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.41 Entire Agreement/ Order of Precedence

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits 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.

1.42 Contract Modifications

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

1.43 Substitution of Personnel

The Contractor's personnel assigned to this 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 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.

The State reserves the right to approve or disapprove any of the Contractors proposed changes in staff or to require the removal or reassignment of any contractor employee found unacceptable by the State. Removal of a contractor employee shall mean that the individual may no longer work on any DCFS project. The State's request does not require any reason as to the request. There shall be no negotiation relative to the request. Reassignment request(s) from the Contractor shall include a justification of why the reassignment is beneficial to the

State. Substitutions should possess equivalent or superior qualifications and experience to the original candidate as defined in the proposed resumes.

1.44 Governing Law

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

1.45 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.

1.46 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.

1.47 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.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The purpose of this RFP is to establish a source to supply services to develop and execute programs to secure Social Security Benefits for children placed in foster care. The services shall include, but are not limited to the following;

- Filing of SSI or SSDI applications for foster children on behalf of Louisiana DCFS;
- Facilitate change of payee for children entering foster care who are currently receiving SSI or SSDI benefits;
- Review all children currently in foster care to evaluate their medical and financial eligibility to receive SSI and SSDI benefits;
- Report foster care placement changes to the SSA as necessary;
- Conducting required reviews and redeterminations on children who currently receive benefits;
- Prepare continuing disability medical review documentation as requested by the SSA;
- Complete post eligibility review certifications as requested by the SSA;
- Complete redeterminations for children that remain in foster care when appropriate;

- Review SSI and SSDI eligibility status of youth close to aging out of foster care and make necessary changes to assure that youth eligible for the program leave in eligible status;
- Monitor Title IV-E retro-claims;
- Applying for SSI benefits for youth close to aging out of foster care, called youth transition cases;
- Manage the switching of the dual eligible (SSI & Title IV-E eligible) FC in high cost placements approaching 12 month SSI suspensions from IV-E to SSI for one (1) month;
- Filing an appeal when appropriate;
- Develop a process to train staff in determining potential SSI eligible children entering foster care;
- Develop policy to assist staff in identifying potential SSI eligible children
- On site office management;
- Maintain books, records, documents and other evidence pertaining to this contract.

2.2 Task and Services

The contractor shall provide all services connected with pursuing SSI/SSDI eligibility and related communication with the Social Security Administration on behalf of children placed in Louisiana's foster care system including those classified as transition cases. This also includes reporting placement and payee changes to SSA and filing medical and non-medical reviews as requested by SSA.

The Screening/Application Process

A. Screening: Contractor will develop a process to screen and evaluate all children currently in DCFS foster care and those aging out of DCFS foster care. Only those children who are most likely to be eligible for services will be screened for such. The provider will use well established best practices to identify children for screening which can be located at the California Evidenced-Based Clearinghouse for Child Welfare.

1. Screening of current cases will occur at the onset of the Contractual Term.
2. Screening of new cases will occur once the process has been established, within 60 days of the commencement of the contract.
3. Contractor will use evidenced based practices appropriate for assessing disability for children in DCFS custody.
4. Children will be screened within the first 30 days of DCFS custody.
5. Once children have been screened, one of the following determinations will be made: "SSI Eligible", "SSDI Eligible", "Payee Change" "Not eligible"
6. If the child is eligible for one or both of the programs, an application shall be made within 30 days of the screening determination.
7. The Contractor shall assist DCFS, providers, and the Social Security Administration when children are transitioning out of foster care (with securing and/or maintaining their eligibility for social security).

B. The Application: Based on the screening determination, the appropriate application shall be made on behalf of the child.

1. The Contractor shall complete the appropriate SSI/SSDI or Payee change application and it shall be submitted within 30 days.
2. The Contractor shall collect, review and assemble all supplemental and supporting documentation for the application.
3. If required, the Contractor shall review or discuss applications in the local SSA and Disability Determination (DD) offices. Further, Contractor shall establish and maintain sound working relationships with said offices to facilitate positive outcomes.
4. Contractor will have the use of onsite Department copying machines to generate working files and files for submission; but shall travel to offsite SSA and DD offices at their own expense.
5. The Contractor shall notify the previously identified caseworker once a decision has been made.

C. Decision/Determination: Once SSA has rendered a determination, the Contractor shall take the appropriate action. The Contractor shall notify DCFS representatives within 10 working days of application/review decision (approval or denial) and provide advice of any further action/information needed.

1. If Approved: Applications, which have been approved shall be managed and maintained by the Contractor.
 - (a) The Contractor will notify the appropriate DCFS staff of the determination.
 - (b) Contractor will monitor the file for follow-up and for renewal.
2. If Denied: Applications, which have been denied shall be managed by the Contractor.
 - (a) The Contractor shall determine if the case is appropriate for appeal.
 - (b) If the case is appropriate for appeal, the Contractor shall prepare the file for the appeal process within 30 days of the denial decision.
 - (c) The Contractor shall represent the Department before SSA administrative tribunals.
 - (d) The Contractor shall notify the appropriate DCFS staff member about the appeal outcome.

D. Case Reviews: The Contractor will review all active cases at regularly scheduled intervals and develop/maintain a review schedule or matrix.

1. Redetermination applications should be made within 60 days of the expiration of the original eligibility date.
2. Cases should be reviewed for medical and psychological report expiration dates.
3. Cases should be monitored to ensure the recipient's resources do not exceed \$2000.00.

The Contractor shall review Agency-generated lists for potential Title II and Title XVI change in placements and change of payee. The Contractor shall also file medical and non-medical reviews requested by SSA. Contractor shall:

- File requested SSI medical reviews.
- File requested SSI non-medical reviews.
- Screen and file for Title II and Title XVI change of payee.
- Report children's placement changes to SSA.

The Contractor shall maintain secure paper and/or electronic records on all referrals received, all applications filed (including all critical data), and all SSA decisions. DCFS remains the sole owner of the data and the data shall be transferred to DCFS within 15 days of cancellation of contract or contract end date (whichever is later).

2.3 Deliverables

The Contractor shall provide all services connected with pursuing SSI/SSDI eligibility and related communication with the Social Security Administration and the Agency for children placed within Louisiana's foster care system. This includes receiving referrals from Agency for potentially eligible children, including those classified as Transition Cases. This also includes reporting placement and payee changes to SSA and filing medical and non-medical reviews as requested by SSA.

A. Reporting: The Contractor shall provide monthly reports to DCFS contract manager in the manner, time and place approved by DCFS. The monthly reports shall include the following:

The Contractor shall submit the first monthly progress report by 12/01/2018 and by the 10th of each month thereafter for the duration of the Contract. The monthly progress reports shall include, at a minimum, the following information with a report breakout of transition cases in a format agreed upon by the parties.

- Number of initial referrals received and referral source (Agency).
- Number of initial SSI and SSDI applications filed.
- Number of any appeals filed.
- Status of appeals in process.
- Number and type of SSA decisions received including denials and approvals.
- Monthly and year to date amounts of SSI and SSDI benefits received by DCFS due to efforts by provider. This data will be generated in conjunction with DCFS.
- Number of Medical Reviews, Non-Medical Reviews, Payee Changes, and Placement Changes received and filed.
- Applications, Changes or Reviews not filed timely and reason for delay.
- Number of complaints received from state or SSA staff.
- Training provided during the reporting period.
- Outreach efforts provided during the reporting period.

B. Training: Contractor shall provide ongoing training for the term of the contract.

- Contractor shall provide an outline of the training module and training schedule within 90 days of commencement of the contract.
- Contractor will work with DCFS to identify appropriate staff for training.
- Contractor shall provide the training module/manual to DCFS staff.
- The Contractor shall provide on-going training to reassigned or new DCFS employees.
- The Contractor may use Tele/video conferencing or other alternatives for training.
- Contractor will be available to answer questions at any time during the term of the contract. Availability will be made either by phone, email or on site.
- Contractor will allow identified staff to shadow contractor so the DCFS staff can learn the process during the term of the contract.

- Conduct semi-annual training activities for Agency staff to include, but not necessarily be limited to, providing instruction and understanding of the application/referral process to assist with identifying potentially eligible cases each year for the term of the contract.

C. Onsite Office Management. The Contractor shall maintain its operation from within an office or space provided by the State of Louisiana Department of Children and Family Services.

- Office Space, telephone, copier, fax, computer, and office supplies shall be supplied by DCFS at no cost to the Contractor.
- Contractor shall have limited access to any necessary databases that will assist in the facilitation of the Contract.
- Contractor will manage and maintain files in a locked file cabinet, which will be provided by DCFS and which remain the property of DCFS.
- Contractor will not interfere with the ongoing work of DCFS staff.
- Contractor shall safeguard against loss or misuse of all files. Contractor shall observe the DCFS confidentiality policy and HIPAA requirements to ensure that client information and medical files are protected.

2.4 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT

2.5 Project Requirements

The Contractor will be required to:

- Maintain an office and manage all contractually required and assigned work at the State Office of the Department of Children and Family Services.
- The Contractor office space, telephone, copier, fax, computers, and office supplies will be supplied by DCFS (at no cost to the contractor).
- The Contractor shall maintain an electronic working database for tracking all required information. Information tracked includes at a minimum, the items listed below:
 - a. child name;
 - b. date of birth;
 - c. SSN;
 - d. State ID;
 - e. referral worker (DCFS);
 - f. court of jurisdiction (Parish);
 - g. resident parish;
 - h. date and type of referral;
 - i. case screening decision for referral to SSA;
 - j. case filing status;
 - k. date releases of information sent to medical providers;
 - l. date medical records received;
 - m. date file information requested from DCFS worker or local office file;
 - n. date file information received from DCFS worker or local office file;
 - o. date application sent to SS or DCFS worker;
 - p. date invoiced;
 - q. decision and date completed;

- r. appeal status;
- s. appeal date;
- t. "no merit" reason;
- u. date decision communicated to DCFS worker; and
- v. date of decision to re-file;

The Database shall also:

- a. Provide annual attestation of a "passed" information security risk assessment based on mutually approved security framework such as NIST Special Publication 800-53.
 - b. Conduct annual application security scans of application for potential security vulnerabilities.
 - i. Contractor may use its own application security scanning tool and shall provide the results to the Agency's Security and Privacy Office, or the Agency will administer the security scan.
 - ii. Any high or critical vulnerability identified must be remediated, and the application re-scanned until no high and /or critical vulnerabilities exist within the application.
- The Contractor access to DFCS' data systems shall only be permitted through a state provided computer.
 - On a monthly basis, the Contractor shall meet with DCFS to discuss the status of work performed under the contract
 - Contractor will manage and maintain files in a locked file cabinet, which will be provided by DCFS and remain on the property of DCFS.
 - Contractor will not interfere with the ongoing work of DCFS staff.
 - Contractor shall safeguard against loss or misuse of all files. Contractor shall abide by the Information Technology Confidentiality policy and End User Agreement State Information Security policy.
 - Place a full time project manager on site in Louisiana for the duration of the Contract and be 100% dedicated to the project. The Agency retains authority at all times to require removal, replacement, and pre-approval of the project manager.
 - Resolve any complaint received from state or SSA staff within two business days or bring the matter to the attention of the Contract Manager if resolution will take longer than two days.

Timeline

The Proposer shall include a proposed timeline for delivery of the requested services above. Please indicate what you anticipate is a realistic timeline for process research, process design, process implementation, training design and initial training delivery.

Contractor Transition Requirements

- The Contractor shall not terminate Social Security applications in process with the Social Security Administration that were submitted prior to the contract start date.

- At the end of the contract, the Contractor will accept compensation for pending applications/appeals, at the current approval percentage rate times the number of pending applications/appeals, or 50% of pending applications/appeals (if no approval percentage has been established) for each pending SS application type. ~~in Section VIII.~~

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:

CRITERIA	MAXIMUM SCORE
1. Company Background and Experience	15
2. Approach and Methodology	45
3. Proposed Staff Qualifications	15
4. Cost	25
TOTAL SCORE	100

3.1 Cost Evaluation

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

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
 LPC = Lowest Proposed Cost of all Proposers
 TCP = Total Cost of Proposer being evaluated

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The following are performance requirements of the contractor:

- The Contractor shall file all applications within 30 days of receiving referral 95% of the time.
- The Contractor shall notify the Agency of application/review decision or any additional action needed within three business days of receipt of information from SSA 95% of the time.
- The Contractor shall process and return medical and non-medical reviews to SSA timely 95% of the time.
- The Contractor shall process payee and placement changes within five days of receipt of information from the Agency 95% of the time.
- The Contractor shall provide training outline by the date specified.
- The Contractor shall perform all semi-annual trainings.
- Contractor shall submit timely monthly reports 100% of the time.
- Contractor shall include narrative about how any and all complaints were resolved on the monthly report 100% of the time.
- The Contractor shall assure that the office is operational in accordance with dates provided and maintain through the duration of the contract.
- The Contractor shall resolve all complaints within two business days.

4.2 Performance Measurement/Evaluation/Monitoring Plan

Performance Measures/Evaluation:

DCFS contract manager will monitor the following Contractor activities:

- Accuracy of invoices and supporting documentation itemizing work performed during invoice period prior to payment
- Compliance with general contract terms, conditions, and requirements
- Performance of the deliverables and achievement of Performance Measures

Monitoring Plan:

Contractor's Performance will be monitored based on the following:

- Timely processing of all applications based on the Contractor's monthly report and database to ensure compliance with the contract and payment for performance mechanisms
- Contractor's outreach and training activities for completion as required by the contract
- Receipt of monthly reports
- Work progress at monthly in-person meetings with Contractor to discuss work progression
- The Contractor's approval percentage of successful Social Security applications. An overall approval percentage will be established based on the YTD number of approved applications divided by the number of applications submitted to Social Security.

DCFS will use the results of monitoring activities to assess the Contractor's overall performance and compliance with the Contract.

Specifically, DCFS will review:

- The total applications and average timeliness of application processing;
- Overall work progress toward contract goals; and
- Review resolution of outstanding issues discussed at monthly meetings

- The Contractor's approval percentage of Social Security applications.

Review Meetings:

Results of the Contractor review by DCFS will be provided to the Contractor and may be communicated at a review meeting or regular monthly in-person meeting. During review meetings, the parties will discuss the Deliverables that have been provided or are in progress, achievement of the service requirements as defined, and any concerns identified through the Agency's contract monitoring activities.

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

NOT APPLICABLE – See Attachment IV

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 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at: <https://www.sam.gov> .)
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 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.

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of _____, 20____, the State of Louisiana, [*Dept. of Children & Family Services*], hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[Complete a Concise Description of Services to be provided or Attach Statement of Work] Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the contractor composed from RFP and Proposers Proposal. May be included in an attachment if detail is lengthy.

1.1.1 GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.1.2 PERFORMANCE MEASURES

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

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.1.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance.

1.1.4 DELIVERABLES

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

1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation

Not applicable.

1.1.6 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.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

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

2.3 TAXES

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

Contractor's seven-digit LDR account 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.

3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ *[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1, Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:
(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4.0 TERMINATION

4.1 TERMINATION OF THE CONTRACT FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that 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 this 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.

4.2 TERMINATION FOR CONVENIENCE

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.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such

reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 INDEMNIFICATION & LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed

between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

6.0 CONTRACT CONTROVERSIES

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

7.0 FUND USE

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

8.0 ASSIGNMENT

No contractor shall assign any interest in this 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.

9.0 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of 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.

10.0 CONTRACT MODIFICATION

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

11.0 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.

12.0 SUBCONTRACTORS

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

13.0 CIVIL RIGHTS COMPLIANCE

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

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

14.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and 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 the contract.

15.0 INSURANCE

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

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

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

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

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

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

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

16.0 GOVERNING LAW

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

17.0 CODE OF ETHICS

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

18.0 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.

19.0 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.

20.0 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and 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 the contract.

21.0 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.

22.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

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

[NAME OF CONTRACTOR]

[AGENCY NAME]

[AUTHORIZED SIGNATURE]

[AUTHORIZED SIGNATURE]

[PRINTED NAME]

[PRINTED NAME]

DATE

DATE

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

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

For all statewide and agency term contracts:

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

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

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

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

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

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV

Hudson and Veteran Initiatives-Child Welfare Programs

Programs

Title IV-B, Title IV-E and Independent Living Programs

45 CFR 1355.30 states that 45 CFR 92 is applicable to title IV-B, title IV-E, and the Independent Living Programs.

CAPTA including Community-Based Grants for the Prevention of Child Abuse and Neglect (CBCAP), and Children's Justice Act

45 CFR 1340.3 states that 45 CFR 74 is applicable to the CAPTA Program. However, subsequent federal rules have made 45 CFR 74 obsolete with respect to certain programs and 45 CFR 92 applicable.

Note: On March 11, 1988, 53 FR 8029 a grants management "common rule" was established which was made applicable to programs administered by HHS. However, entitlement grant programs administered by HHS and the Department of Agriculture were excepted from the "common rule". Then September 8, 2003, 68 FR 52843-44 HHS moved the previously excepted entitlement programs, including titles IV-B and IV-E, into the scope of 45 CFR 92.

Federal Procurement Procedures

45 CFR 92.36 requires: "(c)(2) Grantees and sub-grantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference...."

State Law Requirements

Hudson and Veteran Initiatives

Conclusion

Federal regulations would prohibit the use of Hudson and Veteran Initiatives for the title IV-B, title IV-E, Independent Living and CAPTA Programs, and therefore, the RFPs pertaining to those programs should exclude the Hudson and Veteran Initiatives language

ATTACHMENT V-BUDGET

CONTRACTOR _____ SERVICE _____ PROVIDED _____ CONTRACT _____ PERIOD _____	ADDRESS _____ PARISH(ES) _____ SERVED _____ BUDGET _____ PERIOD _____
---	---

NOTE: All budget justifications including computation of this budget must be retained and provided upon request. If more space is needed you may attach additional sheets utilizing the same format for the appropriate section.

SECTION A. SALARY – (Contracted/hourly employees not included)

Complete this section only for expenses that will be invoiced to the contract.
Percentage of salary charged to contract must correlate to the actual percentage of time worked in the program.

(A) NAME POSITION/TITLE	(B) ANNUAL SALARY from all sources (Fringe not included)	(C) % OF TIME ALLOCATED TO PROGRAM	(D) (B*C=D) ALLOCATED ANNUAL SALARY AMOUNT TO PROGRAM	(E) TOTAL CONTRACT PERIOD SALARY	(F) BUDGET PERIOD MATCH
SECTION A. TOTAL					

SECTION B. Fringe (Note): Itemize the fringe benefits for each position listed. Fringe benefits are not included in gross salary.

Position/Title	Retire- ment	Insur- ance	FICA	UI	Worker Comp	Other Detail	% To Contract	Contract Period	Budget Period Match
SECTION B. TOTAL									

* Place % allocation used under to determine benefit amount under each category heading*

* **Note: Life Insurance cannot be included in the budget**

SECTION C. TRAVEL EXPENSES

Complete this section only for expenses identified to the contract. Expenditures for training and travel for contract related purposes as authorized in the contract and in accordance with State of Louisiana Travel Policies and Procedures (**PPM 49**) unless otherwise stated in the contract such as, registration fees, mileage, meals, lodging, etc.

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
<i>CONFERENCE TRAVEL (Enter Details)</i>		
<i>ROUTINE TRAVEL (Enter Details)</i>		
<i>OTHER (Enter Details)</i>		
SECTION C. TOTAL		

SECTION D. OPERATING EXPENSES

Expenditures, other than personal or professional services, required in the operation of the contract. Operating services include, but are not limited to, expenditures such as advertising, utilities, telephone services, printing, insurance, maintenance, rentals, dues and subscriptions, and communication services. **A copy of lease agreement should be attached.**

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION D. TOTAL		

SECTION E. SUPPLIES

Expenditures for articles and commodities, which are consumed, to be consumed, or materially altered when used in the operations of a business. List each type with complete description of item and costs. **Attach a detailed explanation of these charges.**

SECTION F. PROFESSIONAL

Expenditures for services provided in specialized or highly technical fields by sources outside of the contractor. Professional services include accounting and auditing, management consulting, engineering and architectural, legal, medical, and dental. **(Subcontracts and non-salaried personnel should be included in this section.)**

CHARGE (be specific)	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION F. TOTAL		

SECTION G. OTHER CHARGES

Complete this section only for expenses identified to the contract. Include expenditures peculiar to a contractor and not otherwise chargeable to another expenditure category. Expenditures for other charges must be identified and approved in the contract and budget documents. **Please explain in details each line item request.**

	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION G. TOTAL		

SECTION H. EQUIPMENT

Complete this section only for expenses identified to the contract. Include tangible assets purchased for use in the operations of an office such as, office machines and furniture. Cost would include purchase price, delivery charges, taxes, and other purchase related costs. Equipment is defined as any item of value and/or has a useful life of more than one (1) year. The value of equipment is defined by the user agency and funding source. **Contractor's required to obtain prior approval from DCFS before making purchases.**

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION H. TOTAL		

SECTION I. INDIRECT COST

Complete this section only for expenses identified to the contract. Indirect costs should be no more than the agreed on budgeted amount. **Attach a copy of the contractor's approved indirect rate agreement or rate plan.**

LINE ITEM	BUDGET PERIOD TOTAL	BUDGET PERIOD MATCH
SECTION I. TOTAL		

BUDGET SUMMARY

BUDGET ITEM	BUDGET PERIOD TOTAL	CONTRACT TOTAL	BUDGET PERIOD MATCH TOTAL
Section A Salary			
Section B Fringe			
Section C Travel Expense			
Section D Operating			
Section E Supplies			
Section F Professional			
Section G Other Charges			
Section H Equipment			
Section I Indirect Cost			
TOTAL			

Budget reflects entire cost of services. Contractor is responsible for all cost incurred which are not agreed upon for providing services through this contract.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. ALL PARTIES CERTIFY THAT THEY HAVE REVIEWED THE INFORMATION AND ARE AUTHORIZED TO ACT ON BEHALF OF THE RESPECTIVE AGENCY.

Contractor Name and Title

Date

DCFS Program Manager

Date

Or

DCFS Program Director

Date

ATTACHMENT VI Confidentiality Policy

Agency Name	Department of Social Services (DSS)
Chapter No./Name	DSS Policy Manual
Part No./Name	6/Legal
Section No./Name	6-01/Confidentiality of Client Case Records
Document No./Name	6-01/Confidentiality of Client Case Records
Effective Date	02/18/2014

I.STATEMENT OF POLICY

It is the policy of the Children and Family Services (DCFS) to adhere to the confidentiality of client applications and information and case records as prescribed in La. R.S. 46:56 and any other state and federal statute or regulation.

The DCFS is an agency of the State that is responsible for a large volume of documents and as such the flow of these documents must be protected, depending upon a need to insure the character and integrity of certain sensitive materials.

This policy is intended to protect as privileged any record or information of DCFS in accordance with the provisions of La. R.S. 46:56 and as modified by any other confidentiality statute or regulation. The policy also provides for obtaining confidential information from outside sources.

Information Not Subject to Waiver of Confidentiality

Case record information specified at La. R.S. 46:56 (i.e., records pertaining to foster care of children, investigations of abuse and neglect of children, and other child welfare services) is not subject to the waiver of confidentiality provisions. Such information shall not be released to applicants, recipients, or outside sources, other than those outside sources engaged in the administration of the programs of the Department, unless otherwise allowed by the statute.

Release of Protected Health information

As required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Form DCFS 35-H (Adobe version/Word version) shall be used to obtain authorization for the release of protected health information by covered entities.

The HIPAA Privacy Rule defines "protected health information" as "any information, whether oral or recorded in any form or medium, that: (1) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school

or university, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payments for the provision of health care to an individual". "Covered entities" are defined as health care providers (e.g., physicians, psychologists, hospitals), health plans (e.g., Medicaid), and health care clearinghouses".

Agency Name	Department of Social Services (DSS)
Chapter No./Name	DSS Policy Manual
Part No./Name	6/Legal
Section No./Name	6-01/Confidentiality of Client Case Records
Document No./Name	6-01/Confidentiality of Client Case Records
Effective Date	02/18/2014

***Prohibition of Employees Working on DCFS Cases of Relatives, Friends, Acquaintances, and/or Oneself**

It is the policy of the DCFS to prohibit all staff members (state employees and contractors) from taking any action on their personal case or on a case involving an immediate family member, friend, or social acquaintance of him/herself or his supervisor.

For purposes of this policy, immediate family members are defined as children, step-children, grandchildren, step grand-children, brothers, sisters, step-brothers, step-sisters, parents, step- parents, spouse (whether living together or apart), aunts, uncles, nieces, nephews, and all in- laws of the same degree of relationship as above. All employees of the DCFS, as a new hire and then annually shall be required to sign the DCFS CS 4 – Acknowledgement of Agreement to Comply with DCFS Policy Regarding Prohibited Activities and Employees Working on Cases of Relatives, Friends, Acquaintances, and/or Oneself Form ([Adobe version/Word version](#)). All DCFS staff shall read, sign and date the DCFS CS 4 by January 31 of each year.

Staff Confidentiality Agreement Regarding HIPAA Effective January 2014, each employee of the DCFS, as a new hire and then annually will be required to sign the DCFS CS 3 – Staff Confidentiality Agreement Form ([Adobe version/Word version](#)). All DCFS staff shall read, sign and date the DCFS CS 3 by January 31 of each year.

1 With CAFÉ Release 3, medical information and drug screening information of cash assistance clients will be accessible through CAFÉ and through the document imaging system. The DCFS CS 3 – Staff Confidentiality Agreement Form ([Adobe version/Word version](#)) shall be used to ensure staff is aware of the necessity of keeping the information confidential.

By signing the agreement, staff will acknowledge that they are aware of the confidentiality regulations, specifically the HIPAA regulations and the penalties for failure to keep the medical and drug screening information confidential. **
A copy must be kept at the employee's local office in their personnel folder and a copy given to the employee.

Agency Name	Department of Social Services (DSS)
Chapter No./Name	DSS Policy Manual
Part No./Name	6/Legal
Section No./Name	6-01/Confidentiality of Client Case Records
Document No./Name	6-01/Confidentiality of Client Case Records
Effective Date	02/18/2014

II. PROCEDURES

Division, Section, or Bureau Director

It shall be the responsibility of each Division, Section, and Bureau director, program supervisor, and regional and local administrator to see that access to DCFS confidential records shall be in accordance with this policy. All documents, case records, and client information of the DCFS required to be maintained as confidential by La. R.S. 46:56 shall be held in strict accord with the provisions of La. R.S. 46:56 and any other state and federal statute or regulation.

In addition to this requirement, each Division (Management and Finance, Operations, and Programs) under the auspices of the DCFS shall be required to develop, maintain, and adhere to its own particular program policy manual pertaining to confidentiality of such client case records and client information. Periodically, these manuals should be reviewed by the DCFS Bureau of General Counsel to insure continued conformity with statutes. Release of confidential information or exceptions shall only be made with the approval of the program supervisor and only when authorized in accordance with La. R.S. 46:56 or the respective Division policy manual or other pertinent confidentiality statutes or regulations.

After careful review of the policy manual, if questions still exist as to the propriety of releasing confidential information, the Division shall forward the issue to the DCFS Bureau of General Counsel for review and opinion. Form DCFS 35 (Adobe version/Word version), or other release forms as approved by the DCFS Bureau of General Counsel, shall be used when written waivers of confidentiality are executed, and when applicable consent must be obtained or executed for the release of information other than protected health information.
DCFS Information Services.

To insure confidentiality in the use of DCFS computer terminals for accessing or retrieving information, the user must have a password and user ID validation. Even then, use of this

information is restricted to actions directly connected with the administration of the programs of the department.

*All DCFS Employees

Action on any DCFS cases by any DCFS employees (cases within programs of Child Support Enforcement, Child Welfare, Economic Stability, etc.):

Agency Name	Department of Social Services (DSS)
Chapter No./Name	DSS Policy Manual
Part No./Name	6/Legal
Section No./Name	6-01/Confidentiality of Client Case Records
Document No./Name	6-01/Confidentiality of Client Case Records
Effective Date	02/18/2014

All employees, including supervisors must refrain from taking action on any case on their personal case or on a case involving an immediate family member, friend, or social acquaintance of him/herself or his supervisor. In addition, a DCFS employee must inform his/her second line supervisor of the need for reassignment concerning the case. Also, should an immediate family member apply for assistance via programs administered by DCFS, an employee must notify his/her second line supervisor of the relationship.

All DCFS Bureaus/Divisions/Sections must establish confidential caseloads and must have locked secured storage cabinets to hold such cases. These caseloads will consist of cases of staff members and family members of staff. Second line supervisors are responsible for assuring that all employees are advised of this policy and are made aware that violation of this policy may result in disciplinary action, per DCFS Policy 4-07, Disciplinary Corrective Actions and Separations.

With the DCFS CAFÉ Release 3, medical information and drug screening information of cash assistance clients will be accessible through CAFÉ and through the document imaging system. The DCFS CS 3 – Staff Confidentiality Agreement Form (Adobe version/Word version) was created to ensure staff is aware of the necessity of keeping the information confidential. By signing the agreement, staff will acknowledge that they are aware of the confidentiality regulations, specifically the HIPAA regulations and the penalties for failure to keep the medical and drug screening information confidential.

A copy must be kept at the employee's local office in their personnel folder and a copy given to the employee. The information must be maintained in accordance with DCFS Policy 6-02, Retention of Departmental Records.**