

# REQUEST FOR PROPOSAL

Genetic Testing

For

Child Support Enforcement and Child Welfare



SOLICITATION #: 3000013541

PROPOSAL DUE DATE/TIME: NOVEMBER 5, 2019

3:00 P.M. (CST)

**SEPTEMBER 9, 2019**

# TABLE OF CONTENTS

## **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

1.1	Purpose.....	1
1.2	Background.....	1
1.3	Goals and Objectives.....	2
1.4	Term of Contract.....	3
1.5	Definitions.....	3
	1.5.1 Acronyms.....	5
1.6	Schedule of Events.....	6
1.7	Notice of Intent.....	7
1.8	Proposal Submittal.....	7
1.9	Qualification for Proposer.....	8
	1.9.1 Mandatory Qualifications.....	8
	1.9.2 Desirable Qualifications.....	8
	1.9.3 Proposal Response Format.....	8
	1.9.4 Cover Letter.....	9
	1.9.5 Table of Contents.....	10
	1.9.6 Executive Summary.....	10
	1.9.7 Company Background and Experience.....	10
	1.9.8 Approach and Methodology.....	11
	1.9.9 Proposed Staff Qualifications.....	12
	1.9.10 Veterans and Hudson Initiative Programs Participation.....	13
	1.9.11 Cost Proposal.....	14
	1.9.12 Certification Statement.....	15
	1.9.13 Outsourcing of Key Internal Controls.....	15
	1.9.14 Innovative Concepts.....	15
	1.9.15 Other Information.....	15
1.10	Number of Copies of Proposals.....	15
1.11	Technical and Cost Proposals.....	16
1.12	Legibility/Clarity.....	16
1.13	Confidential Information, Trade Secrets and Proprietary Information.....	16
1.14	Proposal Clarifications Prior to Submittal.....	18
	1.14.1 Pre-Proposal Conference.....	18
	1.14.2 Proposer Inquiries.....	18
	1.14.3 Blackout Period.....	19
1.15	Errors and Omissions in Proposal.....	19
1.16	Changes, Addenda, Withdrawals.....	19
1.17	Withdrawal of Proposal.....	20
1.18	Waiver of Administrative Informalities.....	20
1.19	Proposal Rejection/RFP Cancellation.....	20
1.20	Ownership of Proposal.....	20
1.21	Cost of Offer Preparation.....	20
1.22	Taxes.....	20
1.23	Determination of Responsibility.....	21
1.24	Use of Subcontractors.....	21
1.25	Written or Oral Discussions/Presentations.....	21
1.26	Acceptance of Proposal Content.....	21
1.27	Evaluation and Selection.....	22
1.28	Best and Final Offers (BAFO).....	22
1.29	Contract Award and Execution.....	22

1.30	Notice of Intent to Award .....	23
1.31	Right to Prohibit Award .....	23
1.32	Insurance Requirements .....	24
1.33	Indemnification and Limitation of Liability .....	27
1.34	Payment .....	28
	1.34.1 Electronic Vendor Payment Solutions .....	28
1.35	Termination .....	29
	1.35.1 Termination of the Contract for Cause .....	29
	1.35.2 Termination of the Contract for Convenience .....	29
	1.35.3 Termination for Non-Appropriation of Funds .....	29
1.36	Assignment .....	29
1.37	Right to Audit .....	30
1.38	Civil Rights Compliance .....	30
1.39	Record Ownership .....	30
1.40	Entire Agreement/Order of Precedence .....	30
1.41	Contract Modifications .....	30
1.42	Substitution of Personnel .....	31
1.43	Governing Law .....	31
1.44	Claims or Controversies .....	31
1.45	Code of Ethics .....	31
1.46	Corporate Requirements .....	31
1.47	Prohibition of Discriminatory Boycotts of Israel .....	31

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

2.1	Scope of Work .....	32
2.2	Task and Services .....	32
2.3	Deliverables .....	32
	2.3.1 Contingency/Disaster Recovery .....	32
	2.3.2 Implementation Plan .....	33
	2.3.3 Monthly Statistical Report .....	33
	2.3.4 Monthly Invoice .....	34
	2.3.5 Transition/Turnover Plan .....	34
	2.3.6 Corrective Action Plan .....	35
2.4	Functional Requirements .....	35
2.5	Technical Requirements .....	41
2.6	Project Requirements .....	42
2.7	Confidentiality – Information and Telecommunications Systems Security .....	43
2.8	Monitoring Plan .....	46

## **PART III. EVALUATION**

3.1	Cost Evaluation .....	47
3.2	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements .....	48

## **PART IV. PERFORMANCE STANDARDS**

4.1	Performance Requirements .....	50
4.2	Program Specific Requirements/Service Level Agreements .....	50
4.2.1	Child Support Enforcement/Child Welfare .....	50

4.2.1.1 Penalties.....	53
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 .....	54

**ATTACHMENTS**

Attachment I	Price Schedule Worksheet .....	55
Attachment II	Customer References.....	56
Attachment III	Certification Statement.....	57
Attachment IV	DCFS Reference Response Request Form .....	59
Attachment V	State and Local Presence.....	63
Attachment VI	Sample Draft Contract .....	64
Attachment VII	Electronic Vendor Payment Solution.....	95
Attachment VIII	Board Resolution .....	96
Attachment IX	Number of Paternity Test Completed .....	97
Attachment X	Areas of State and Current Collection Sites.....	99
Attachment XI	Business Associate Agreement .....	103

# REQUEST FOR PROPOSAL

## FOR

### Genetic Testing

#### **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

##### **1.1 Purpose**

This Request for Proposals (RFP) is issued by the Department of Children and Family Services (hereinafter referred to as "DCFS") for the purpose of selecting proposer(s) to establish biological relationship through genetic testing. DCFS will select either one (1) or two (2) proposers who have experience and knowledge to provide genetic testing.

According to federal guidelines 45 CFR § 303.5 a 2 (c), DCFS must competitively procure laboratories, which perform, at a reasonable cost, legally and medically accepted genetic tests, which identify the father, exclude the alleged father in child support cases, or any other reasonable testing required by the programs, including foster care and child protection cases.

##### **1.2 Background**

###### **Department of Children and Family Services (DCFS)**

The Louisiana Department of Children and Family Services (DCFS) is one of the administrative departments within the Executive Branch of State government in Louisiana. The administrative head of the Department is the Secretary, who is appointed by the Governor. The Vision of DCFS is that our services will assist individuals, children, and families to achieve self-sufficiency and promote their well-being.

The Title IV-D agency in Louisiana is Child Support Enforcement (CSE). CSE is a section within DCFS that provides Child Support Enforcement (CSE) services to the State of Louisiana. CSE puts children first by helping parents assume responsibility for the economic and social well-being, health and stability of their children. Services provided help assure that children receive basic human needs of economic and medical support. The primary customers of CSE are the children in need of support. Secondary customers are the two (2) parents of these children. CSE provides the following services:

1. Location of Non-Custodial Parents
2. Establishment of Paternity
3. Establishment of Support Obligations
4. Collection, Receipt, and Distribution of Support Payments
5. Enforcement of Support Obligations

The Child Support Enforcement (CSE) program in Louisiana is supported by the Louisiana Automated Support Enforcement System (LASES), which is a mainframe application that provides a full range of functionality to support the program. The results of the testing must be included or recorded electronically by the Contractor into the LASES application.

The Personal Responsibility Work Opportunity Reconciliation Act (PRWORA) of 1996 builds on 1994 legislation requiring Hospital-Based Paternity Acknowledgement Programs. All states are required to develop procedures outlining the process for voluntarily acknowledging paternity, adopt provisions to strengthen paternity programs and observe mandated links between birth certificates and paternity forms. Under PRWORA, all states are also required to give parents notice both orally and in writing of the alternatives to signing the form, the legal consequences of signing the form and the rights and responsibilities that arise from acknowledging paternity.

Federal guidelines 45 CFR 305.2 (a) (1) provides guidance regarding federal Paternity Establishment Performance requirements. Louisiana has chosen the IV-D Paternity Performance Percentage (PEP). States must achieve certain levels of performance in order to avoid being penalized for poor performance. Louisiana reached the ninety percent (90%) PEP standard in FFY 2010 and is required to maintain a ninety percent (90%) PEP in order to avoid penalties. Since FFY 2018, Louisiana has continued to meet the ninety percent (90%) PEP.

DCFS has twelve (12) CSE district offices operating throughout the state with approximately three hundred eighty seven (387) state employees. DCFS also contracts with forty (40) of the state's forty-two (42) District Attorneys (D.A.) to provide child support services to the public. There are approximately three hundred fifty six (356) full time equivalent district attorney staff devoted to the IV-D program.

In Federal Fiscal Year (FFY) 2018, there were 240,474 collection cases, 33,152 intake cases and CSE collected \$431,264,311. In addition, CSE established 18,597 paternities during the same period.

DCFS Child Welfare provides for the public child welfare functions of the state and administers the federal grants for services directed at meeting the special needs of Louisiana's most vulnerable citizens. Child Welfare is administered under the Title IV-E program and offers the following services:

1. Adoption and Foster Care
2. Child Protection and Family Services

Child Welfare has forty-nine (49) parish offices operating throughout the state and has approximately eighteen hundred (1800) employees.

### **1.3 Goals and Objectives**

In order to ensure compliance with federal directives, the successful proposer(s) will perform genetic tests upon referrals from CSE, Child Welfare or contract District Attorneys. These paternity tests shall be timely completed and accurately established in accordance with current state law and the provisions of this RFP. The State Laws can be accessed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=107879>

<http://www.legis.la.gov/Legis/Law.aspx?d=107880>

<http://www.legis.la.gov/Legis/Law.aspx?d=107881>

<http://www.legis.la.gov/Legis/Law.aspx?d=107882>

<http://www.legis.la.gov/Legis/Law.aspx?d=107883>

<http://www.legis.la.gov/Legis/Law.aspx?d=100629>

<http://www.law.cornell.edu/uscode/text/42/654>

<http://www.law.cornell.edu/uscode/text/42/666>

<http://www.law.cornell.edu/cfr/text/45/302.70>

<http://www.law.cornell.edu/cfr/text/45/303.5>  
<http://www.law.cornell.edu/cfr/text/45/303.101>

The contractor(s) shall provide the service of genetic testing to aid in the establishment of paternity for all Child Support and Child Welfare cases in Louisiana, which require genetic testing as a condition of paternity establishment. Persons subject to testing may include, but are not limited to, the child, the mother, and the alleged father. The contractor(s) shall respond to all requests from any of the State’s offices.

The contractor(s) must have the capability to electronically transfer file data for purposes of automating the scheduling, test results reporting and billing process so that DCFS can obtain and access information via a secure website.

#### 1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on about **(01/01/2021)** and is anticipated to end on **(12/31/2023)**. 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 unless otherwise terminated in accordance with termination provisions of the Contract. 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. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. 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 the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

#### 1.5 Definitions

A	Accounts Payable Address	The address to which CSE will return overpayments to an Employer.
B	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.
C	Can	The term “can” denotes an advisory or permissible action.
D	Collection Sampling	Involves all of the people referred to the lab for testing for a particular paternity case.
E	Contractor	Any person having a contract with a governmental body.
F	Could	The term “could” denotes an advisory or permissible action.
G	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.
H	Dishonesty of Employee	Means dishonest acts committed by an 'employee', whether identified or not, acting alone or in collusion with other persons, with the manifest intent to: <ul style="list-style-type: none"> <li>• Cause one to sustain loss; and/or</li> <li>• Obtain financial benefit (other than employee benefits earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing, or pensions) for the "employee", or any person or organization intended by the "employee" to receive that benefit.</li> </ul>
I	Employee	Includes any person employed by Contractor, under a written agreement between the person employed and the Contractor, to perform duties related to the contract.
J	Genetic Testing	Testing for the purpose of determining biological relationship includes, but is not limited to, the collection and analysis of blood and or tissue samples.
K	IV-D Case	A child and/or medical support case receiving services under Title IV-D of the Social Security Act, which may be originated by FITAP, IV-E, or Medicaid, or interstate referrals, or by application for services.
L	LaPac	The State's online electronic bid posting and notification system, located on the Office of State Procurement website: <a href="http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp">http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp</a>
M	May	The term "may" denotes an advisory or permissible action.
N	Must	The terms "must" denotes mandatory requirements.
O	Negotiable Instrument	A check, money order, cash, cashier's check, or other legal tender.
P	Obligors	Those persons designated to provide child and/or medical support.
Q	Occurrence	All loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.
R	Outreach	The process by which a representative communicates with Birthing Hospitals and other local or statewide outlets that provide services to expectant mothers, families or single parents. The forms of communication consist of onsite visits/training, brochures, educational material and posters.



S	Partial Collection	Occurs when any of the referred people fail to appear and their genetic tissues are not collected and a report is not provided for a particular paternity case.
T	Paternity Acknowledgment Program	A program operated within Child Support Enforcement, which collects data from birthing hospitals regarding paternity information for non-legal children.
U	Proposal	The submission from a Proposer in response to this RFP.
V	Proposer	Any respondent to this RFP
W	Shall	The term "shall" denote mandatory requirements
X	Should	The term "should" denotes desirable.
Y	State	The State of Louisiana.
Z	Subcontractor	A subcontractor is a person hired by a general contractor (or prime contractor, or main contractor) to perform a specific task as part of the overall project and is normally paid for services provided to the project by the originating general or prime contractor.
AA	Will	The term "will" denotes mandatory requirements.

### 1.5.1 Acronyms

A	AOP	Acknowledgment of Paternity
B	CP	Custodial Party (The party who has custody of the minor child)
C	CSE	Child Support Enforcement
D	CW	Child Welfare
E	DCFS	Department of Children and Family Services
F	DOA	Division of Administration
G	FEIN	Federal Employer Identification Number
H	IWO	Income Withholding Order
I	LASES	Louisiana Automated Support Enforcement System (The child support mainframe computer application) maintains data on all child support cases and performs automated functions pertaining to locating the non-custodial parent, establishing paternity and child/medical support orders, enforcing, collecting, and distributing support payments.
J	LDH	Louisiana Department of Health
K	LDH/VR	Louisiana Department of Health/Vital Records
L	NCP	Non-Custodial Parent. (The parent who does not have custody of the minor child)
M	OSP	Office of State Procurement
N	PI	Paternity Index

O	PCR	Polymerase Chain Reaction - A method of DNA testing which is an enzymatic process by which a specific region of DNA is replicated during repetitive cycles which consist of: (1) denaturation of the template; (2) annealing of primers to complementary sequences at an empirically determined temperature; and (3) extension of the bound primers by a DNA polymerase.
P	RFP	Request for Proposal (This Document)
Q	SSA	Social Services Analyst
R	STR	Short Tandem Repeats - A method of DNA testing; polymerase chain reaction (PCR); and single nucleotide polymorphisms (SNP)
S	UIFSA	Uniform Interstate Family Support Act: Law enacted by all States that provides mechanisms for establishing and enforcing Child Support obligations in interstate cases (when a noncustodial parent lives in a different State from his/her child and the custodial party). Among the law's provisions is the ability of State IV-D agencies to send withholding orders to employers across State lines. (UIFSA does not apply to Tribes.)

## 1.6 Schedule of Events

Event	Date
RFP advertised in newspapers and post to LaPac	<b>September 9, 2019</b>
Pre-proposal conference (if applicable)	<b>Not required for this RFP</b>
Deadline for receipt of written inquiries	<b>October 7, 2019 (4:00 p.m. Central Time)</b>
<b>Letter of Intent</b>	<b>October 18, 2019</b>
Deadline to answer written inquiries	<b>October 28, 2019</b>
<b>Deadline for receipt of proposals</b>	<b>November 5, 2019 (3:00 p.m. Central Time)</b>
Presentations & Discussions (if applicable)	<b>Not required for this RFP</b>
Notice of Intent to award announcement, and 14-day protest period begins, on or about	<b>January 15, 2020</b>
<b>Contract execution, on or about</b>	<b>January 1, 2021</b>

**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 Notice of Intent**

The Department of Children and Family Services requests all prospective proposers to submit a Letter of Intent to ensure a timely and thorough review and rating process. The Letter of Intent may be submitted via email on or before 3:00 p.m., Central Time on **(October 18, 2019)** to the RFP coordinator at the address below:

**Darlene Simmons, CSE Consultant**  
Email: [Darlene.Simmons.DCFS@la.gov](mailto:Darlene.Simmons.DCFS@la.gov)

The Letter of Intent should include:

- 1) The title of this RFP
- 2) The Proposer organization name
- 3) Proposer address
- 4) One (1) to two (2) sentences stating that the prospective proposer's organization intends to submit a proposal
- 5) Proposer's personnel contact name, address, phone number, fax number, and email address.

### **1.8 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. The proposal must be received in hard copy (printed) version by the CSE Consultant on or before 3:00 P.M., Central Time on the date specified in 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:

**Proposals may be mailed through the U. S. Postal Service, or delivered by hand or courier service to:**

**Darlene Simmons, CSE Consultant**  
Department of Children and Family Services  
Child Support Enforcement, Contract Unit  
627 North 4<sup>th</sup> Street, Room 4-234  
Baton Rouge, La 70802  
Fax: 225-342-8822  
Phone: 225-342-0533  
Email: [Darlene.Simmons.DCFS@la.gov](mailto:Darlene.Simmons.DCFS@la.gov)

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

## 1.9 Qualification for Proposer

### 1.9.1 Mandatory Qualifications:

Proposers must meet the following minimum qualifications at the time of proposal submission:

1. Utilize a genetic testing protocol which is approved by the American Association of Blood Banks (AABB) and in accordance with state law
2. Maintain a laboratory that meets or exceeds AABB standards in full compliance with the relevant safety codes for performing genetic testing and for proper disposal of medical waste.
3. Furnish AABB Certification for current year and previous three (3) years;
4. Furnish College of American Pathologists (CAP) proficient testing accreditations for the current year.
5. Furnish proficient testing accreditations for the three (3) previous years for Polymerase Chain Reaction (PCR); Proposer shall furnish current accreditations of the laboratory. If none, Proposer shall furnish a statement to that effect.
6. Must be capable of performing PCR testing to establish biological relationships according to the requirements in Part II – **Scope of Work/Services of this RFP**.
7. Have the ability to handle the volume of genetic testing needed for all CSE and Child Welfare referrals. The Department makes no guarantee of the number of tests to be made by the contractor(s). (See **Attachment IX- Number of Paternity Test Completed** for example of volume for previous years.)

### 1.9.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

1. Proposed staff should have proven experience in managing programs for Genetic Testing for a Child Support and Child Welfare program. (See Part II- Scope of Work/Services, Section 2.4(l) to (n) under Functional Requirements)
2. Proposers should propose the best solution that meets or exceeds DCFS's objectives in order to meet the Paternity Establishment Performance requirements while being cost effective and fiscally responsible.

### 1.9.3 Proposal Response Format

- 1) Proposers shall respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information shall be included in the Technical Proposal.
- 2) The proposal should be complete so that an evaluation of the proposer's solution can be conducted solely based on proposal contents.
- 3) The proposal should address all specifications in each section of this RFP, following the format and content outlined in this RFP. The requirements appearing in this RFP will become a part of the terms and conditions of the resulting Contract. Any deviations from the RFP should be specifically defined by the proposer in its

- proposal that, if accepted by the State, becomes part of the Contract, but such deviations must not have been in conflict with the basic nature of this proposal.
- 4) Proposers shall number the pages in their proposal. **The proposal shall be presented in three-ring binders with each section indexed with labeled tabs.** Any other information thought to be relevant, but not applicable to the prescribed format, should be provided as a separate appendix to the technical proposal.
  - 5) In order to provide ease of readability for the State reviewer the proposal should include a reference to the RFP requirement such as 1.9.3 Proposal Response Format and then provide the response.
  - 6) If publications are supplied in response to a specific RFP requirement, the response shall include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.
  - 7) If the separate proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container shall fully describe the contents of the package and should be clearly marked:

a) **“Contains Separate Technical and Cost Proposals”**

State of Louisiana, Department of Children and Family Services  
Consulting Services Agreement  
Request for Proposals  
Name of Proposer:  
Date

Proposals submitted for consideration should follow the format and order of presentation described below. The Technical Proposal should include the following:

- 1.9.1 Cover Letter
- 1.9.2 Table of Contents
- 1.9.3 Executive Summary
- 1.9.4 Company Background and Experience
- 1.9.5 Approach and Methodology
- 1.9.6 Proposed Staff Qualifications
- 1.9.7 Louisiana Veteran and Hudson Initiative
- 1.9.8 Cost Proposal
- 1.9.9 Certification Statement
- 1.9.10 Outsourcing Key Control
- 1.9.11 Innovative Concepts
- 1.9.12 Other Information

#### **1.9.4 Cover Letter**

A cover letter should be submitted on the Proposer’s official business letterhead exhibiting the proposer’s understanding and approach to the project. It should contain a summary of proposer’s ability to perform the services.

The cover letter should:

- 1) Identify the submitting proposer and provide their federal tax identification number;
- 2) Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the proposer to contractually obligate the proposer;

- 3) An unequivocal positive statement that the firm will supply all the services required in this RFP for the fixed price offered in the proposal.
- 4) Assure the Department that the proposal submitted was developed without collusion with other proposers.

### 1.9.5 Table of Contents

The proposal shall be organized in the order contained below and include page numbers.

### 1.9.6 Executive Summary

- 1) This section serves to introduce the scope of the proposal. It shall include administrative information including proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.
- 2) The executive summary should include a positive statement of compliance with the Business Associate Agreement; see **Business Associate Agreement, Attachment XI**. If the proposer cannot comply with any of the agreement terms, an explanation of each exception should be provided.
- 3) The executive summary should include a positive statement of compliance with the contract terms; see **Sample Draft Contract, Attachment VI**. 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 Draft Contract, Attachment VI** 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. **In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP.**
- 4) It should also condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the proposer's entire proposal. Proposers should summarize their understanding of the required services being requested by this RFP
- 5) No evaluation points will be awarded for the executive summary and it should not exceed ten (10) pages in length.

### 1.9.7 Company Background and Experience

- 1) The proposer should give a brief description of its company including a brief history, corporate structure and organization, the number of years in business, and copies of their three latest financial statements, preferably audited.
- 2) Proposers should clearly describe their ability to exceed the qualifications described in the **Section 1.9.1 - Mandatory Qualifications for Proposer**.
- 3) Evidence of adequate financial stability is a prerequisite to the award of a contract regardless of any other consideration. Proposer should include in their submitted proposal such financial documentation, as they believe sufficient to establish their financial capability. Financial statements should include a balance sheet and an income statement. The State reserves the right to request any additional information to assure itself of a proposer's financial status.

- 4) This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity.
- 5) Proposer shall provide number of PCR genetic tests performed in the last three years. Proposer shall furnish a statement to that effect. The Proposer shall furnish assurances that proposer has the ability to establish biological relationships according to the requirements in Section 1.9.1.
- 6) Proposer shall provide the following information for customer references: (See **Attachment II, Customer References**)
  - a) proposer must provide a minimum of three (3) clients for which it was responsible as the primary provider of services of similar type and scope to those as defined in this RFP.
  - b) the exact function performed by the proposer.
  - c) the dates the proposer performed the work.
  - d) the names, address, email addresses and phone numbers of persons who can verify the accuracy of the information or the quality of service that the proposer has provided in the past.

The State reserves the right to obtain information from any resources deemed necessary regardless of whether the proposer provides the source.

- 7) In addition to the proposer's listing a description of the Client references, proposer must provide a copy of the **DCFS Reference Response Request Form** to each of the Client references identified. The form should be completed in its entirety by the Client reference responder and mailed, faxed, or e-mailed directly from the Client reference responder to Darlene Simmons by the proposal due date in Section 1.6. It is the responsibility of the proposer to ensure the Client references are aware of deadlines and provide timely responses. Reference **Attachment IV for the DCFS Reference Response Request Form**.
- 8) The proposer is responsible for verifying client reference information, including but not limited to phone numbers, email addresses and addresses. The Evaluation Committee is not obligated to try to locate persons not found at the phone numbers, email addresses or places given in the proposals. Obsolete or inaccurate contact information could affect the score in this category.
- 9) The State reserves the right to obtain information from any resources deemed necessary regardless of whether the proposer provides the source.

### 1.9.8 Approach and Methodology

This section shall describe the approach and methodology used by the proposer and also describe each of the tasks and deliverables in **Part II, Scope of Work/Services of this RFP**. 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.

- 1) Proposer shall define their approach for Contingency/Disaster Recovery and Project Management.
- 2) Proposer must submit with its proposal a copy of its quality control procedures regarding DNA paternity testing. Proposer must describe in detail its internal quality control procedures for testing and re-testing samples in order to prevent the release of erroneous test results and must agree to submit its procedures to the CSE and

- Child Welfare Manager(s) or designee upon request for quality control review as to how test results are processed and inspected prior to release.
- 3) Proposer must describe in detail how it will:
    - a. maintain comprehensive and sufficient quality controls to ensure that equipment and personnel will perform as required.
    - b. handle, process, and test samples in a manner that will ensure accuracy.
    - c. perform tests using only approved industry methods that are independently verified by the laboratory, and using the appropriate sample controls to ensure the validity of the test results.
  - 4) Proposer shall define their criteria for using another lab to review the test results and include the percentage of cases that are sent for review.
  - 5) The proposal should include a logical, clear, and detailed statement of methodology for each contractual requirement. **Mere assertion or affirmation that a requirement will be met will not be considered an acceptable response.**
  - 6) Proposer should describe their understanding of the nature of the project, and how their proposal will best meet the needs of the State.
  - 7) Proposer shall define the functional approach in providing the services required in this RFP by identifying the tasks necessary to meet all requirements.
  - 8) Proposer should describe their escalation procedures to be followed by the proposer to resolve project problems, issues, and/or changes during the project.
  - 9) Proposer should describe their methodology for reporting statistics used in billing the State for the services provided.
  - 10) Proposer should describe their strategy for insuring confidentiality and security requirements are enforced.
  - 11) The Proposer should provide a proposed Project Implementation Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables and staffing.
  - 12) The Proposer should indicate with its proposal, how they maintain records and samples from the time the specimens are taken, transported, delivered and analyzed by the laboratory.

### 1.9.9 Proposed Staff Qualifications

- 1) The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff assigned to this project. The experience of proposer's personnel in implementing similar services to those services that shall be provided under this RFP will be evaluated. Proposer should also include a statement of its ability to commit key personnel for the full term of the contract and its plan for doing so.
- 2) The proposer is responsible for verifying reference contact information, including but not limited to phone numbers and addresses. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or inaccurate contact information could result in a zero score in this category.
- 3) Proposer shall also provide total number of staff and titles with job descriptions and indications as to which are permanent or temporary, and which are full time or part time.
- 4) If subcontractor personnel will be used, the proposer shall clearly identify these persons.
- 5) Proposed management staff shall have proven experience in managing programs for Genetic Testing for Child Support and Child Welfare programs. This section of the



proposal shall identify its team for this contract. The proposer shall include roles and responsibilities for each person. The resumes and qualification summaries shall include:

- a) Education
- b) Training technical experience
- c) Functional experience
- d) Specific dates and names of employers
- e) Relevant and related experience
- f) Past and present projects with dates and responsibilities
- g) Applicable certifications
- h) Experience with and length of time employed by the proposer
- i) Role and responsibilities of each person on this project and their planned level of effort
- j) Their anticipated duration of involvement
- k) Their on-site availability
- l) Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes. No special format is required for customer references.

#### **1.9.10 Veteran and Hudson Initiative Programs Participation**

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

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

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

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

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan.

Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

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

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_req](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req).

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

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

### **1.9.11 Cost Proposal**

The proposer shall provide firm fixed all-inclusive prices for a complete Polymerase Chain Reaction (PCR) Specimen Collection, for a partial PCR Specimen Collection and when DCFS performs the PCR Specimen Collection. The proposer should use **Attachment I, Price Schedule Worksheet** to provide prices. The firm fixed price shall include labor, travel, overhead, and all other costs direct or indirect, related to the service, and shall remain firm for the entire contract term including any renewals.

### **1.9.12 Certification Statement**

The proposer must sign and submit **Attachment III, Certification Statement**

**1.9.13 Outsourcing of Key Internal Controls:**

The Proposer shall provide information regarding the company's last audit, to include any SOC reports resulting from a Statement on Standards for Attestation Engagements No. 18 (SSAE 18). The cost of such audits shall be borne by the Proposer.

**1.9.14 Innovative Concepts**

- 1) The proposer should present innovative concepts, if any, not discussed above for consideration.
- 2) The detailed statement of needs and requirements for proposers in the preceding pages is not intended to limit the proposer's creativity in preparing a proposal. Innovative ideas, new concepts, partnership arrangements, optional features and specialized services may be presented with this RFP for consideration.

**1.9.15 Other Information:**

Any other information deemed pertinent by the proposer, including terms and conditions which the proposer wishes the State to consider, should be included.

**1.10 Number of Copies of Proposals**

The State requests that ten (10) copies and ten (10) electronic copies on separate flash drives of the proposal be submitted to the CSE Consultant at the address specified in Section 1.8. 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.

The required electronic copies shall be placed in the cover of the original copies of the related technical and cost proposals. The electronic copies should include the proposal in Adobe PDF format. Cost schedules should be provided in Microsoft Excel format, and project plans should be provided in Adobe PDF format.

Each Proposer shall provide the following copies of their proposals:

<b>Proposal Type</b>	<b>Hard-Copy (Paper) Document</b>	<b>Electronic Copy</b>
Technical Proposal	10	10
Cost Proposal	3	3

**1.11 Technical and Cost Proposals**

The State requests the following:

1. One (1) Original (clearly marked "Original") and nine (9) numbered copies of the **Technical Proposal**. All should be clearly marked technical proposal.
2. The Technical Proposal shall be submitted to the State in a separate package and be clearly marked: "**Technical Proposal in Response to Genetic Testing RFP**".
3. One (1) Original (clearly marked "Original") and two (2) numbered copies of the **Cost Proposal**. All should be clearly marked cost proposal.
4. The Cost Proposal shall be submitted to the State as a separate package and clearly marked: "**Cost Proposal in Response to Genetic Testing RFP**".

### **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 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 the contract, or which become available to the Contractor in carrying out the 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 Department of Children and 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.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44:1 et seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

**“DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET INFORMATION”**

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

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

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

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

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

If the Proposer’s proposal contains information, Proposers should submit a redacted copy along with the proposal. If the Proposer does not submit a redacted copy, it will be assumed that any claim to keep information confidential is waived.

If a proposal contains confidential information, proposer shall also submit a redacted copy. One (1) paper copy and one (1) electronic copy of the technical proposal should be submitted as a redacted version. This version should be redacted to address proposer confidential, proprietary, and trade secret information. All content that is redacted should be clearly identified in accompanying redaction notes. When submitting the redacted copy, proposer should clearly mark the cover as such - "**REDACTED COPY**" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## **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 **CSE Consultant** as listed below:

**Darlene Simmons, CSE Consultant**  
Department of Children and Family Services  
Child Support Enforcement, Contract Unit  
627 North 4<sup>th</sup> Street  
Baton Rouge, LA 70802  
Fax: 225-342-8822  
Phone: 225-342-0533  
**Email: [Darlene.Simmons.DCFS@la.gov](mailto:Darlene.Simmons.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 **4:00 P.M. Central Time** on the date specified in Section 1.6. 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 **October 28, 2019** at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>  
Only DCFS Child Support Enforcement 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 and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website 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(s) 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(s) 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://www.cfprd.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 CSE Consultant identified in the RFP.

### **1.18 Waiver of Administrative Informalities**

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

### **1.19 Proposal Rejection/RFP Cancellation**

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

### **1.20 Ownership of Proposal**

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

### **1.21 Cost of Offer Preparation**

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

### **1.22 Taxes**

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

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the **Attachment III - Certification Statement**, 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:

- a) Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- b) Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- c) Is able to comply with the proposed or required time of delivery or performance schedule;
- d) Has a satisfactory record of integrity, judgment, and performance; and
- e) 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 prime contractor(s) 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(s) shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor(s) 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 Required for this RFP.

### **1.26 Acceptance of Proposal Content**

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

## **1.27 Evaluation and Selection**

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

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

## **1.28 Best and Final Offers (BAFO)**

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

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

## **1.29 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State reserves the right to contract for all or a partial list of services offered in the proposal. Award shall be made to the proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana with the highest points, considering price and other factors considered.

If the State awards a contract to two (2) contractors, one (1) contractor shall be the prime contractor for the Northern Area and the other contractor shall be the prime contractor for the Southern Area of the State. (See **Attachment X – Areas of State**) However, if two (2) are selected, either contractor shall have the capabilities to handle the entire state in the event one (1) contractor is not able to perform. The proposer with the highest score will select the area of the state in which they want to do business.

As the result of any contract negotiation, these prime contractors shall be responsible for all deliverables specified in the RFP and proposal. If the State awards a contract to only one (1) prime contractor that prime contractor shall be responsible for both areas of the State and all deliverables specified in the RFP and proposal. The selected Proposer shall be required to assume responsibility for all services offered in his proposal. The State shall consider the prime contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The RFP, including any addenda and the selected proposal shall become part of the contract initiated by the State. Failure of the successful proposer to accept these obligations shall result in the rejection of the proposal.

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

If the contract negotiation period exceeds thirty (30) business days or if the selected proposer fails to sign the final contract within seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked proposer.

The Contract shall become effective after review and approval by the Secretary of Department of Children and Family Services (DCFS); Child Support Enforcement (CSE); Division of Administration (DOA), Office of State Procurement and all other applicable review agencies and after signature by authorized representatives for each party hereto. By their signature, each representative of each agency confirms that they have the proper and legal authority to sign and bind their organization and that each party has the legal rights and power to perform all acts required by the contract.

### **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), 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-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

### **1.32.1 Contractor's Insurance**

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

### **1.32.2 Minimum Scope and Limits of Insurance**

#### **1.32.3 Workers Compensation**

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

#### **1.32.3.1 Commercial General Liability**

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

#### **1.32.3.2 Professional Liability (Errors and Omissions)**

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

#### **1.32.3.3 Automobile Liability**

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

#### **1.32.3.4 Cyber Liability**

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

#### **1.32.3.5 Deductibles and Self-Insured Retentions**

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

#### **1.32.3.6 Other Insurance Provisions**

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

##### **1.32.3.6.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

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

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

##### **1.32.3.6.2 Workers Compensation and Employers Liability Coverage**

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

##### **1.32.3.6.3 All Coverages**

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

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

#### **1.32.3.6.4 Acceptability of Insurers**

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

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

#### **1.32.3.6.5 Verification of Coverage**

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

The Certificate Holder shall be listed as follows:

State of Louisiana  
Department of Children and Family Services, Its Officers, Agents, Employees and Volunteers  
627 N. 4<sup>th</sup> St., Baton Rouge, LA 70802  
Genetic Testing

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

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

#### **1.32.3.6.6 Subcontractors**

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

### **1.32.3.6.7 Workers Compensation Indemnity**

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

### **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 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**

- a) DCFS shall pay contractor(s) in accordance with the Pricing Schedule set forth in **Attachment I – Price Schedule Worksheet**.
- b) Billing and payment terms shall be negotiated with the successful proposer(s).
- c) Invoices shall be segregated by DCFS Program, Child Support Enforcement and Child Welfare.
- d) The contractor(s) should submit an itemized invoice or statement of services to each CSE District Office and Child Welfare Office within ten (10) working days following the end of each month.
- e) Payments are predicated upon successful completion and written approval by DCFS of the described tasks and deliverables as provided in Sections 2.3 Deliverables, 2.4 Functional Requirements, 2.5 Project Requirements and 2.6 Technical Requirements.
- f) Payments will be made to the Contractor after DCFS approves the work performed and the submitted invoice. Payment will be made only after approval by the State Agency. The State will make every reasonable effort to make payments within 30 calendar days of an approved invoice that falls under a valid contract.
- g) Full invoice amount may be submitted when all parties (mother, alleged father, and child (ren)) have been tested and completed. On cases in which samples of all parties have not been collected, submit an invoice pursuant to the contracted amount. Upon completion of the test and submittal of the results, DCFS may be invoiced for the remainder of the cost of the test.

#### **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 VII-Electronic Vendor Payment Solution** 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**

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.

### **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.

### **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, contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990 and Genetic Information Non Discrimination Act of 2008.

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 Record Ownership**

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

### **1.40 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.

### **1.41 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.

#### **1.42 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.

#### **1.43 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, and State of Louisiana.

#### **1.44 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.

#### **1.45 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.

#### **1.46 Corporate Requirements**

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

#### **1.47 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.

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

### **2.1 Scope of Work**

The contractor(s) shall provide the service of genetic testing to aid in the establishment of paternity for all Child Support and Child Welfare cases in Louisiana, which require genetic testing as a condition of paternity establishment. Persons subject to testing may include, but are not limited to, the child, the mother, and the alleged father.

The contractor(s) must have the capability to electronically transfer file data for purposes of automating the scheduling, test results reporting and billing process so that DCFS can obtain and access information via a secure website.

The Personal Responsibility Work Opportunity Reconciliation Act (PRWORA) of 1996 builds on 1994 legislation requiring Hospital-Based Paternity Acknowledgement Programs. All States are required to develop procedures outlining the process for voluntarily acknowledging paternity, adopt provisions to strengthen paternity programs and observe mandated links between birth certificates and paternity forms. Under PRWORA, all States are also required to give parents notice both orally and in writing of the alternatives to signing the form, the legal consequences of signing the form and the rights and responsibilities that arise from acknowledging paternity.

45 CFR 305.2 (a) (1) provides guidance regarding federal Paternity Establishment Performance requirements. Louisiana has chosen the IV-D Paternity Performance Percentage (PEP). States must achieve certain levels of performance in order to avoid being penalized for poor performance. Louisiana reached the ninety percent (90%) PEP standard in FFY 2010 and is required to maintain a ninety percent (90%) PEP in order to avoid penalties. Since FFY 2018, Louisiana has continued to meet the ninety percent (90%) PEP.

Proposers should propose the best solution that meets or exceeds those objectives described while being cost effective and fiscally responsible. The services described are not intended to limit the proposer's creativity in proposing a solution. Innovative ideas, new concepts, and best practices should be presented with this RFP.

### **2.2 Tasks and Services**

- a) The contractor(s) must meet and maintain at all times the minimum qualifications described in Section 1.9.1 of this RFP.
- b) The contractor(s) must be able to handle the volume of paternity testing needed for all DCFS referrals. (Refer to the charts on **Attachment IX-Number of Paternity Test Completed**)
- c) The contractor(s) must meet the tasks and services in 2.4 Functional Requirements, 2.5 Technical Requirements and 2.6 Project Requirements.

### **2.3 Deliverables**

#### **2.3.1 Contingency/Disaster Recovery**

- a) The contractor(s) shall develop and implement, as part of the Security Plan, an Emergency Preparedness Plan that will be implemented in the event of damage to the lab by fire, wind, water, or any other fortuitous event that prohibits the

Contractor(s) from conducting business. This is to minimize service disruption to DCFS customers.

- b) The plan shall identify risks as well as steps necessary to prevent it from happening in the first place. The plan shall include an alternate set of steps to minimize the impact should preventions fail. The plan must define the precise steps to be taken to recover as quickly as possible. The contractor(s) shall develop and implement procedures to test the plan on an annual basis, at a minimum.
- c) This final plan shall be provided within sixty (60) calendar days of contract approval.
- d) In the event of periodic or catastrophic failures that restrict or terminate program operations, the design of the Genetic Testing Program servicing the State requirements shall include sufficient redundancy to allow normal business operations to continue with minimal disruption and inconvenience.
- e) The contractor(s) must have the ability to have the systems up and operating within forty-eight (48) hours after such disaster or emergency.
- f) Strategy for insuring confidentiality and security requirement shall be enforced.

### **2.3.2 Implementation Plan**

The Proposer shall submit an implementation plan within fifteen (15) calendar days of completed contract negotiations with implementation dates for all project requirements. Failure to meet major milestones identified in the Project Implementation Plan may result in penalties as described in this RFP, **Part IV – Performance Standards**.

- a) The Proposer's implementation plan should include all tasks necessary to prepare for transition and provide all services required pursuant to this RFP.
- b) The Plan should include a schedule of tasks and deliverables, and timeframes associated with the completion of each task or deliverable necessary to implement the solution. Include the positions that will be responsible for completing each task.
- c) Plan for securing office space and office equipment if applicable. The proposer should describe in detail all equipment, software, telephone equipment, and systems, telephone and data lines, and so forth that the contractor(s) will use, and the specifics of how the equipment and software will be used.
- d) The proposer should describe the plan and timetable for hiring staff if applicable.
- e) The proposer should describe the plan and timetable for training proposer's personnel.
- f) The contractor(s) must have an operational facility that is fully operational and providing services by no later than ninety (90) calendar days after date of the properly executed contract.

### **2.3.3 Monthly Statistical Report**

- a) The contractor(s) shall submit separate itemized Monthly Statistical Reports to DCFS Child Support Enforcement and Child Welfare within ten (10) working days following the end of each month.
- b) DCFS Program, Child Support Enforcement, and Child Welfare shall segregate statistical Reports.
- c) Statistical Reports shall include the following information:
  - 1) Number of Paternity Test Completed for each CSE District Office
  - 2) Number of Paternity Test Completed for each Child Welfare Regional Office
  - 3) Total Number of Test Completed for each CSE Office and Child Welfare Region for the contract year

### **2.3.4 Monthly Invoice**

- a) The contractor(s) shall submit separate itemized invoices to each CSE District Office and Child Welfare Office within ten (10) working days following the end of each month.
- b) The invoices shall identify the persons tested and include the following information:
  1. Invoice number;
  2. Date of services;
  3. Name and address of Contractor;
  4. Current amount due;
  5. Contract number;
  6. Name and Phone Number for Contractor's contact person;
  7. Tax Identification number;
  8. List of genetic test performed which include the following:
    - i. Date;
    - ii. LASES or Child Welfare Case Number;
    - iii. Mother's name;
    - iv. Child's name and date of birth;
    - v. Alleged Father's name;
    - vi. Name and phone number of contact person;
    - vii. Signature line and date; and
    - viii. Type of Test.

### **2.3.5 Transition/Turnover Plan**

The contractor(s) shall provide a plan to DCFS for approval six (6) months prior to contract termination. The contractor(s) shall cooperate in the orderly transition of services from the contract awarded under this solicitation. The transition period shall begin thirty (30) calendar days before the contract end date, or the end date of any final exercised option or contract extension. The contractor(s) shall work toward a prompt and timely transition, proceeding in accordance with the directions of the CSE and Child Welfare Manager(s) or designee.

#### **The plan shall include at a minimum the following:**

- a) List of all job titles and responsibilities;
- b) Detailed plan for the turnover of genetic testing material including Chain of Custody, sequence of events, time frames, and, if necessary, a reasonable transport plan for case files and equipment, if purchased with federal funding;
- c) Plan shall include a statement as to how long they will retain all specimens in the original containers;
- d) Plan must include a statement that the current contractor(s) must contact the new contractor(s) in order to set up a time and date for the material to be shipped. The new contractor(s) or their employee must be on the premises in order to receive the material;
- e) Plan must provide a procedure or process to use the archived DNA samples of the custodial parent and/or the children to conduct additional testing with other non-custodial parents involving the custodial parent and her/his children.

At the end of this contract, the contractor(s) will comply with the following with regard to limiting services provided and transferring responsibility to a new contractor(s):

- a) No new cases shall be referred to the contractor(s) within the fifteen (15) calendar days prior to the end date of the contract. During the fifteen (15) calendar days prior to the end date of the contract transition period; the taking of specimens shall desist to allow time for the contractor(s) to complete all specimen tests and for completed cases to issue Paternity Determination Reports.
- b) During the transition period, the contractor(s) shall, in accordance with procedures recognized by AABB and as requested by the CSE and Child Welfare Manager(s) or designee, transfer testing results or specimen collected for all Incomplete Cases. The specimen's shall be transferred overnight (UPS or Federal Express) Monday through Thursday to the designated contractor(s).
  - 1) All materials must be shipped in refrigerated boxes and in the original specimen containers.
  - 2) Collections must be received by noon the day after the collection is mailed.
  - 3) Collections must be kept cool at all times.
  - 4) Specimens shall not be mailed the day before a holiday or on a Friday. For example, Thanksgiving is on a Thursday. In this instance, the samples must be mailed on Monday or Tuesday in order for the lab to receive the samples by noon on Wednesday.
- c) During the transition period, the contractor(s) shall submit to the CSE and Child Welfare Manager(s) or designee a Closeout Report of the names and jurisdiction of the individuals from whom specimen have been collected and for which testing has not been completed.
- d) The Closeout Report shall be submitted to the CSE and Child Welfare Manager(s) or designee during the End of Contract Transition.
- e) The contractor(s) shall not destroy specimens for which results have not been provided except upon written authorization of the CSE and Child Welfare Manager(s) or designee.

### 2.3.6 Corrective Action Plan

- a) The contractor(s) must provide a **Corrective Action Plan** for both routine and emergency situations. The plan must state how the contractor(s) will address problem situations as they occur during the performance of the contract, especially problems that are not resolved to the satisfaction of the DCFS within appropriate timeframes.
- b) The contractor(s) must provide the plan no later than fifteen (15) calendar days after deficiency is identified. The plan shall detail how problems will be escalated in order to resolve any issues and shall include:
  - 1) Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures.
  - 2) The method of providing feedback on resolution progress, including the frequency of feedback provided to the CSE and Child Welfare Manager(s) or designee.

### 2.4 Functional Requirements

- a) The contractor(s) shall provide rigorous chain of custody procedures in accordance with all applicable state laws, including but not limited to, **Louisiana Revised**

**Statutes 9:397.2 and 9:397.3**, and a documented evidence control system that ensures the integrity of the genetic samples.

- b) Contractor(s) must provide in detail how it will provide a “800” (toll free) customer service telephone number, staffed sufficiently by knowledgeable staff, during normal business hours for the State of Louisiana (**8:00 AM through 5:00 PM Central Time**), to answer questions and/or inquiries from DCFS customers who are parties in paternity testing cases exclusive of disclosing paternity testing results.
- c) Contractor(s) must provide a sample of any written material(s) or brochure(s) explaining in simple ordinary day-to-day English and Spanish, the process involved in paternity testing and how the results of the testing is interpreted. Contractor(s) must describe how it will provide these written materials, upon request, to any party undergoing paternity testing. Contractor(s) must describe in detail how all letters, fliers, brochures, etc., will be reviewed and approved by the CSE and Child Welfare Manager(s) or designee prior to mass release to local DCFS offices.
- d) **As part of the Chain of Custody Procedures, the contractor(s) shall ensure that:**
  - 1) The genetic sample(s) is marked for identification for each individual person from whom a sample is obtained, i.e., color-coding to identify the CP, NCP and child (ren) and must provide a photograph of each individual from which a sample was collected.
  - 2) Each adult person will be required to identify himself or herself by presenting government-issued photo identification. The contractor(s) shall provide their methodology for identity verification when the individual does not have a government issued photo identification. A copy of the identity verification shall be included in the final report to DCFS.
  - 3) Each party will be further identified on the specimen collection form by photograph and thumb print. The contractor(s) will photograph and thumbprint each person, and document the social security number and birth date of each sampled individual. It is acceptable for the contractor(s) to document the last four (4) digits of the social security number. Each person and the specimen collector will sign the Specimen Collection Form witnessing that the person’s sample was collected.
  - 4) All specimens collected for the day from that collection site will be put into a larger envelope or a box (depending on volume) and sealed. Additional chain of custody procedures will be followed upon receipt of the specimens at the laboratory, and chain of custody procedures will continue throughout the testing process.
  - 5) The laboratory follows documented written procedures that minimize loss, contamination, and/or deleterious change of evidence through the use of instruments and equipment that are properly maintained and calibrated, and monitoring, cleaning, and decontaminating facilities and equipment.
  - 6) The laboratory has and provides secure areas for evidence storage that is controlled and limited.
  - 7) Expert witness(es) and chain of custody personnel are available for court appearances, when necessary and at no extra charge.
  - 8) Responses to written interrogatories, and/or appearances for telephonic or in person depositions, and/or consultations are provided at no extra charge.
  - 9) The chain of custody for each case will be identified in the Paternity Test Affidavit. A Paternity Test Affidavit will be sent to DCFS with the laboratory report for every case.



- 10) The Paternity Test Affidavit will satisfy the requirements of Louisiana Revised Statutes Sections 9:397.2 and 9:397.3. The contractor(s) shall submit a written report of the results of the initial testing, certified by a sworn affidavit by the expert who supervised the tests. The Chain of Custody Form and the written test results will be in compliance with LA R.S. 9:397.3. A notarized test report shall be required on each completed case.
- e) The contractor(s) shall retain a portion of the evidence sample or extract and store in a manner that minimizes degradation. The archived sample shall not be used for subsequent testing without prior approval of the CSE and Child Welfare Manager(s) or designee or a court order. The sample shall be retained for a minimum of three (3) years following the termination of the contract.
  - f) Upon request, the contractor(s) shall conduct two (2) genetic testing training seminars per year at a location selected by DCFS at no additional cost to both DCFS and contract DA Staff for Court or CSE and Child Welfare personnel concerned with DNA analysis in paternity establishment actions. The contractor(s) shall keep the State abreast of all innovations and occurrences related to genetic testing as these become available and accepted as industry standard d.
  - g) The contractor(s) shall have a direct contractual relationship with its collectors of genetic samples. They shall employ a sufficient number of trained and certified collectors of genetic samples to provide a minimum of one (1) collector per collection site on each scheduled day of testing.
  - h) The contractor(s) shall provide adequate written proof that proper training has been given to each specimen collector and said specimen collector has successfully passed a written test. At no time shall a specimen collector of the contractor(s) conduct a genetic testing procedure without a satisfactory test score.
  - i) In approved areas of the state, DCFS staff collects buccal swab samples. Currently Region 9 is the only region approved to collect buccal swab samples. DCFS staff must receive adequate training and have a satisfactory test score. Region 9 (Monroe and Tallulah offices) is responsible for the following parishes: Caldwell, East Carroll, West Carroll, Franklin, Lincoln, Madison, Morehouse, Ouachita, Richland, Tensas and Union. DCFS staff as well as the contractor performs genetic testing for these parishes. DCFS staff swab approximately 650 per year.
  - j) The contractor(s) shall furnish, free of charge, postage-paid genetic testing kits for use by the DCFS employees to collect genetic samples. These genetic testing kits shall contain individual identification forms and labels, and the necessary equipment for obtaining samples from all persons subject to testing, which may include, but shall not be limited to, the child, the mother, and the alleged father.
  - k) The contractor(s) shall furnish each DCFS office that collects buccal swab samples with all equipment necessary to perform the collection of genetic samples, including but not limited to instant cameras and film, fingerprint inkpads, and client authorization forms. An inventory of kits and necessary equipment shall be maintained in each DCFS office. The contractor(s) shall also provide each DCFS office with appropriate personal protective equipment, pursuant to industry standards, necessary to ensure the health and safety of DCFS staff during the collection process.
  - l) The contractor(s) testing facility shall be under the direct supervision of a laboratory director who possesses a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field; and is qualified by advance training and experience in genetic testing. The director and technical staff shall participate in continuing education related to the field of genetic testing as established, recommended, or required by AABB standards. Such continuing education shall be required as

essential to the contractor's successful operation. Proof of participation shall be provided by the contractor(s) upon request.

- m) The contractor(s) shall ensure that all results are interpreted by individuals who are qualified to perform genetic analysis. It shall be the responsibility of the contractor(s) to ascertain and maintain the competency of its technical staff.
- n) The contractor(s) shall hire and maintain at all times key personnel, including expert witnesses, specimen collector(s), phlebotomist, manager(s), and laboratory staff sufficient to provide services in the manner detailed in this RFP and the subsequent contract and said personnel shall have the adequate education, training or experience commensurate with the duty to which he/she is assigned. The contractor(s) shall ensure that the personnel of the laboratory:
  - 1) Will not be permitted direct communication with any alleged father, custodial party, family member, or private attorney regarding any detail or aspect of a paternity case or genetic testing results except under court order, or if specifically requested by the CSE and Child Welfare Manager(s) or designee.
  - 2) Will not provide any information upon initial contact if contacted by the media concerning paternity services for DCFS. Upon initial contact by the media, the contractor(s) and its personnel will be limited only to the statement that no person is authorized to speak with media officials regarding paternity services for DCFS without the permission of the Public Information Director of the Department of Children and Family Services, in accordance with DCFS procedures.
  - 3) Will not conduct or be allowed to have access to genetic testing samples and/or results of family members of the personnel and that the CSE and Child Welfare Manager(s) or designee will be notified of the potential conflict prior to testing or upon first knowledge.
- o) The contractor(s) shall provide the following:**
  - 1) The collection of samples by blood samples, nail samples or buccal swabs.
  - 2) Insure that each buccal swab, blood or tissue sample collection shall contain enough sample material so that it may be retested if ordered by the court.
  - 3) Assure that the phlebotomist/specimen collector arrives at the collection sites fifteen (15) minutes before the first scheduled case.
  - 4) Assure a replacement phlebotomist/specimen collector shall arrive within one (1) hour of the originally scheduled start time in the event contractor(s) phlebotomist/specimen collector fails to appear at a collection site.
  - 5) Arrange for the shipment of samples at no extra costs.
  - 6) Ensure that phlebotomist/specimen collector(s) are instructed to be particularly compassionate when working with infants and small children and courteous to all tested persons.
  - 7) The contractor(s) shall assume full responsibility for 'buccal swab collectors' and phlebotomists. These specimen collector(s) may be used instead of phlebotomists, however, if blood or other tissue is collected, a phlebotomist shall be required.
  - 8) Provide services on Interstate and Intrastate cases by cooperating with other state IV-D agencies and other laboratories.
  - 9) At regular in-state collections, DCFS will select the date and schedule cases for the collection of genetic samples. The contractor(s) shall provide the dates for sample collections that shall be within six (6) weeks of the date of referral on interstate cases, jail samples, etc., unless a different or specific, date is requested.
  - 10) After the genetic samples have been obtained, the contractor(s) shall ship the samples by Federal Express, DHL, or other overnight delivery service so that the

samples will arrive at the contractor(s) laboratory the morning after the samples are obtained. For samples in parishes that are serviced in the contractor(s) local service area, the specimens will be hand carried by that specimen collector to the contractor(s) laboratory. The samples will be in the contractor(s) laboratory by the close of business on the same day of the collection.

- 11) The contractor(s) shall provide any/and all equipment needed to make sure the genetic specimens of all persons are properly identified. Contractor(s) shall provide all supplies necessary for the collection, preservation, preparation and shipment of the genetic specimens in a manner that will preclude contamination, tampering or substitution of specimens, including sample collection kits, forms and return express mailers.
  - 12) Contractor(s) shall provide at no additional cost to the State, the responsibility for arranging for removal and disposal of medical waste left at the collection site.
  - 13) Contractor(s) shall repeat tests without charge to the referring agency. A procedure shall be considered a repeat test if the sample is damaged during testing, shipping, or processing, necessitating a new sample for testing. The contractor(s) shall assume all costs in the event a recollection of specimens is necessary due to error of the contractor(s) or the State.
- p) The contractor(s) must agree to the following special conditions:**
- 1) Report any collection site loss or problem to CSE and Child Welfare Manager(s) or designee the day of the loss or problem, and if the collection site must be changed, secure an alternate site agreeable to the CSE and Child Welfare Manager(s) or designee within forty-eight (48) hours, unless an extension has been granted by the CSE and Child Welfare Manager(s) or designee.
  - 2) Report any incident concerning genetic testing procedures, which may be construed as unusual or controversial to the CSE and Child Welfare Manager(s) or designee.
  - 3) Report to CSE and Child Welfare Manager(s) or designee any contract compliance problem immediately as identified within the company so that the CSE and Child Welfare Manager(s) or designee will be informed and available to assist in corrective action to remedy the problem.
  - 4) The contractor(s) shall not charge the State for a collection fee or no-show fee in the event a person does not show up at the scheduled time and place for the specimen collection.
- q) The CSE and Child Welfare Manager(s) or designee must be notified if any person(s) has/have not appeared for collection within forty-five (45) day period. Payment for partials should be submitted at the end of the forty-five (45) calendar day period. In order for payment to be made on partials, the request for payment should be submitted forty-five (45) calendar days after the partials are collected. A listing of all partials for which the contractor(s) is seeking payment shall be included with the invoice.
- r) The contractor(s) must have the ability to customize the statistical reports to fit the needs of DCFS. Statistical reports shall be filed monthly with the CSE and Child Welfare Manager(s) or designee.
- s) The contractor(s) must maintain the confidentiality and privacy of DCFS cases at all times.
- t) If subcontractors are used, contractor(s) shall explain what roles they will play and when will they be used. Refer to Section 1.24 for Use of Subcontractors.

- u) The contractor(s) shall commence testing immediately upon the receipt of the genetic samples unless testing is impossible due to contamination, outdated samples, or samples are otherwise compromised.

**v) Transition In:**

- 1) The contractor(s) shall cooperate in the orderly transition of services from DCFS's preceding Genetic Testing Contractor(s) in accordance with the directions of the CSE and Child Welfare Manager(s) or designee.
- 2) The contractor(s) shall, in accordance with procedures recognized by AABB and as requested by the CSE and Child Welfare Manager(s) or designee, receive any unprocessed specimens collected by DCFS's preceding Genetic Testing Contractor(s), along with completed Chain of Custody forms.
- 3) The contractor(s) shall create case records for any incomplete cases received. The contractor(s) shall not invoice the State for any administrative fees related to managing the case records for any incomplete case received from a preceding Genetic Testing vendor.
- 4) No later than fifteen (15) calendar days following receipt of the unprocessed specimen, the contractor(s) shall provide the CSE and Child Welfare Manager(s) or designee with a master list, sorted by referring office and program, of any individuals from whom a genetic specimen must be collected in order to make a genetic paternity testing determination in each of those incomplete cases.
- 5) An explanation of the reasons why any genetic specimen must be re-collected from any individual.

**w) Electronic Data Transfer Process:**

- 1) DCFS/CSE currently has an online genetic test tracking process that allows for scheduling of appointments, generates appointment notices to clients, initiates outbound calling, tracks results of testing and invoice information. LASES is an interactive on-line system which is a centralized, comprehensive, fully automated, state-operated computer system that maximizes the degree of automation. LASES is a mainframe application using an ADABAS Environment with application code written primarily in Natural. LASES is programmed using Software AG's Natural programming language for the system. CICS is the teleprocessing monitor utilized by LASES. The LASES Web Application has been designed as a 'front-end' to the LASES mainframe system. It aggregates the contents of several mainframe screens into single web pages along with usability enhancements, which reduce the number of key strokes and overall time required for each business process. It is important to note that data updated using the web page is immediately updated on the LASES database. Functionality provided by these web pages can still be performed using the LASES mainframe screens.
- 2) The Contractor(s) must have the capability to electronically accept and/or transfer file data for purposes of updating the LASES System with genetic test information. The Contractor(s) shall participate in the planning, designing, building, and testing phases as requested by DCFS at no charge to the State.

**x) Website:**

- 1) Contractor(s) must maintain a functioning, user-friendly website at no additional cost. Information on the website must be downloadable and printable. Website must meet secure industry standards and be password

protected. Contractor(s) shall provide training and written instructions, including screen prints, on how to access their website services. CSE, Child Welfare or contract District Attorneys shall have view access to appointment scheduling, test results and billing information. Additionally, a hard copy of the test results must always be provided.

- 2) Website must provide the following functionality:
  - a. Test results and analysis for each person, in a format acceptable to DCFS, which shall include:
    - a.1. Case number
    - a.2. Name of person tested
    - a.3. Date specimen collected
    - a.4. Ethnicity
    - a.5. Relationship to party
    - a.6. Final results and analysis
  - b. The contractor(s) shall provide online appointment scheduling. They shall provide the ability to choose the collection site, time, and date of the appointment, with immediate confirmation, via the contractor's online appointment scheduling. Such capability shall be available by the contractor(s) upon the award of a contract.
  - c. The caseworker shall be allowed to review the status of the sample collection and also view a photograph of the person being tested. Test results, and current status of all parties affiliated with a single case number shall be available for viewing and printing.
  - d. Authorized DCFS staff shall have the option to print a fully completed genetic test report ensuring legibility, accuracy, and convenience.
  - e. The contractor(s) shall provide online tracking of each specimen's progress from collection to testing, review, and report.

## 2.5 Technical Requirements

- a) Genetic Test reports shall be rendered on all completed tests. The report shall contain the unrounded combined Paternity Index (PI) and the probability of paternity percentage rounded to the 5<sup>th</sup> decimal place.

The contractor's written test results report shall be notarized and provided to the State's requesting DCFS office within fifteen (15) calendar working days of obtaining all genetic specimens in a case. The report shall include the following:

- 1) the date(s) of collection of the samples and the date(s) of the test;
- 2) the civil action number assigned to the case by the court;
- 3) the names and relationships of each person tested to the child;
- 4) the designation of racial origin of each person tested, for calculation purposes;
- 5) the phenotypes established for each person in each of the fifteen (15) genetic systems examined;
- 6) the signature of the laboratory director, who must possess a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field;
- 7) a statement of whether or not the alleged father can be excluded; and

- 8) Verification of the chain of custody of the specimen to ensure admissibility at trial.
- 9) If the test results are inconclusive or contradictory, the contractor(s) shall not issue a report. Rather, they shall notify the State within fifteen (15) calendar working days of the circumstances, which require additional testing. Such testing shall be conducted by the contractor(s) as may be appropriate at no additional cost to the State.
- 10) Genetic test results, including supporting documentation, shall be submitted to the requesting office within fifteen (15) calendar days from date of collection. The State will not pay for any cases in which test results are received more than fifteen (15) calendar days after the specimen collection unless there is a request for extension to the local CSE and Child Welfare Manager(s) or designee. Requests will be considered as approved if there is no contestation by the CSE and Child Welfare Manager(s) or designee within five (5) calendar working days following the extension request.
- b) Proposer shall describe testing method used in standard trio cases to achieve a combined Paternity Index exceeding ten thousand (10,000).
- c) Proposer shall describe testing method used in the following cases to achieve a combined Paternity Index exceeding fifty thousand (50,000). Explain, in detail, testing method proposed when it is not possible to obtain this level of discrimination on complex cases:
- 1) motherless tests (only child and alleged father's samples collected) with or without mutations;
  - 2) a paternity trio with a single non-match between alleged father and child (mutation);
  - 3) The specimen must be sufficient to make genetic paternity testing; determinations in cases in which the mother is deceased or unavailable and in cases where a genetic specimen may be taken from a biological relative of an unavailable or deceased putative father. When the child, mother, and putative father are all tested, the methodology must be sufficient to exclude at least-- 99.9% of the population as biological fathers of the child.
  - 4) Incest;
  - 5) all cases that identify more than one mutation during testing; and
  - 6) additional relationship with a biological relative of alleged father to the second degree (e.g. brother, natural father of alleged father, or uncle).

## 2.6 Project Requirements

- a) The contractor(s) shall be responsible for all of its own office space, clerical and technical support, furniture, copy equipment, secured record storage, telephone, and data and phone line installation.
- b) It is the preference of the State that the contractor(s) labs be located in the United States.
- c) The Contractor(s) must establish sites for the collection of genetic samples after consulting with the CSE and Child Welfare Manager(s) or designee on the best possible location within the United States.
- d) In addition to specimen collector, the contractor(s) shall provide phlebotomy services at no additional charge.
- e) Contractor(s) shall establish collection sites in each parish to collect the genetic samples, except in those situations in which the CSE and Child Welfare Manager(s) or designee determines that a single site shall be used for more than one parish.

Whenever it is feasible, the collection of genetic samples shall be conducted in offices belonging to DCFS and/or the parish's District Attorney. Sites shall be fully operational and providing services by no later than ninety (90) calendar days after date of the properly executed contract.

- f) The contractor(s) must be able to collect genetic samples from incarcerated individuals at any facility in Louisiana and individuals admitted to any medical facility in Louisiana.
- g) Contractor(s) must work with the CSE and Child Welfare Manager(s) or designee to determine the best days of the week for sample collections for genetic testing.
- h) Must have means of identifying each person tested from whom a sample is obtained, i.e., color-coding to identify CP, NCP and child.
- i) Must provide camera, film, photograph, and other means of identifying each person.
- j) The contractor(s) shall designate a Project Manager to work with the CSE and Child Welfare Manager(s) or designee on contract issues or problems regarding service deliverables.
- k) On Out of State Cases, the contractor(s) will be notified by facsimile of the referral when the Child Support Enforcement Section sends a UIFSA:
  - 1) The form identifies the case, the parties, and the city and state where the party whose genetic sample is needed is located.
  - 2) The contractor(s) will make an appointment for specimen collection.
  - 3) The contractor(s) will indicate the time, date, and location of the appointment on the UIFSA form and will return the form to the Child Support Enforcement Section by facsimile.
  - 4) Contractor(s) will also prepare the specimen collection form and forward it and the specimen collection kit to the collection site.
  - 5) The specimen collection kit includes a Chain of Custody Form, Polaroid camera, thumb print pad, integrity seal, and an overnight courier pack for shipping back to the contractor(s).
- l) Pre-Authorized Testing:
  - 1) The contractor(s) will coordinate with the DCFS CSE/CW District Office Manager or designees on local office procedures.
  - 2) The contractor(s) must understand that all tests must be pre-authorized by DCFS CSE/CW District Office Manager or designees via a valid referral.
  - 3) Only those persons referred to the contractor(s) shall be collected and tested.
  - 4) Decisions for genetic test authorizations, number of tests to be scheduled and coordination for collection sites are the responsibility of the CSE and Child Welfare Manager(s) or designee.

## **2.7 Confidentiality – Information and Telecommunications Systems Security**

The Contractor(s) shall comply with all requirements in this section.

- a) The State requires that all Contractor-provided information and telecommunications systems be made secure from unauthorized access and use. Access to the required filing system, including but not limited to written correspondence, shall be limited to only those personnel who are authorized to support a given task. The contractor(s) shall maintain a listing of those employees with authorized access. When designing system security, contractor(s) shall address factors including, but not limited to:
  - 1) Information systems - Ensure that all information handled by computer systems shall be protected against unauthorized access, misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise.

- a. Telecommunications systems - Provision of telecommunications security shall be sufficient to protect all incoming and outgoing calls and electronic inquiries/responses, and all data collected from these activities, from unauthorized access or loss.
- 2) Software applications and databases - Access to software applications and databases is limited to only those personnel who are authorized to support a given task. Such restriction shall be accomplished through the use of customized menus, user log-on identification codes, operator-defined password protection, and/or automatic timeout values. The contractor(s) shall use expiration dating as a method of password security maintenance.
- 3) System testing - System testing shall be performed on an annual basis to monitor adherence to, and compliance with, stated security measures.
- 4) Audits – Contractor(s) shall be subject to periodic system audits in the same manner and fashion as conducted by the State. Such audits shall relate to both contractor(s)-provided systems and contractor’s use of State-provided data under this contract. Examples of such audits include Legislative and security audits, generation of active employee listings to verify user identification maintenance practices, retrieval of user activity reports and archived security information, and demonstration of Contractor’s ability to monitor, collect, store, and control access to usage data.
- 5) Proper Notification – Contractor(s) shall report all attempts made, whether successful or not, to breach the physical security of the facilities or primary data centers where the work is performed, or any related telecommunications and information systems that support each task. The contractor(s) shall adhere to applicable agency IT Incidence Handling Procedures for reporting these intrusions, including escalation to Department of Homeland Security FedCIRC if necessary  
(<http://www.doa.la.gov/OTS/InformationSecurity/InformationSecurityPolicy-LA-v.1.0.pdf>). Such reports shall be made to the State as soon as possible and in no event more than twenty-four (24) hours after discovery of the incident. In rare instances, the contractor(s) may receive calls that threaten the well-being of the State and/or other personnel or property. The contractor(s) shall ensure that procedures are in place to report the calls immediately to the appropriate law enforcement agency (ies).
- 6) Incident Response Requirement: Contractor(s) must maintain confidentiality and privacy at all times, in accordance with State regulations, federal regulations, and DCFS policies. Title IV-D and non IV-D payment information must be maintained and used solely for child support enforcement purposes and safeguarded as provided in 45 CFR 303.21. Breaches of confidentiality may result in fines, penalties, and civil or criminal proceedings. Any Contract employee who breaches confidentiality requirements may be terminated. Contractor(s) breach of confidentiality with regard to data and/or information may be cause for contract termination.
  - i. The Contractor shall notify the CSE and Child Welfare Manager(s) or designee when any contractor(s) and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.



- ii. The contractor(s) shall notify the CSE and Child Welfare Manager(s) or designee within one (1) calendar day of the discovery of the unintended access and/or attack by providing notice via written report or electronic correspondence to the CSE and Child Welfare Manager(s) or designee. The contractor(s) shall identify:
    - The nature of the unauthorized use or disclosure
    - The Sensitive Data used or disclosed
    - Who made the unauthorized use or received the unauthorized disclosure
    - What the contractor(s) has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
    - What corrective action the contractor(s) has taken or shall take to prevent future similar unauthorized use or disclosure
    - The contractor(s) shall provide such other information, including a written report, as reasonably requested by the State
  - iii. In the event of a breach of any of the contractor(s) security obligations or other event requiring notification under applicable law, the contractor(s) agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State, and its officials, and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- 7) Confidentiality regarding disclosure of information is essential. The contractor(s) must adhere to all DCFS program policy regarding the specific types of information that may be released. Contractor(s) must ensure that any information provided by the State relative to clients is used only for the administration of the contract, or in any investigation, prosecution, or criminal or civil proceeding conducted pursuant to the contract.
  - 8) Contractor(s) must not access any database or system maintained by DCFS accessible to the contractor(s) pursuant to the contract due to arrangements made by DCFS with other agencies, or entities for any purpose not directly related to the performance under the Contract.

**Confidential information** - Subsequent to the implementation of a new agency/ program, the State will provide contractor(s) with a listing of items it deems proprietary and confidential in nature. Examples of such data shall include, but shall not be limited to, customer names, addresses, and social security numbers. Contractor(s) shall implement appropriate security measures to ensure such data is safeguarded in a manner consistent with those employed by the State (<https://www.doa.la.gov/OTS/InformationSecurity/InformationSecurityPolicy-LA-v.1.8.pdf>). Examples of data security shall include locked file storage, confidentiality stamping, restricted system access, data encryption, restricted print options, and disposal by shredding.

- b) **Facility Security** – Contractor(s) shall provide a physically secure facility for people, equipment, and documentation. All security requirements shall apply to the contractor(s) facility, alternative facility, and/or any subcontractor facilities. When designing physical security measures, contractor(s) shall address factors including, but not limited to:
  - 1) Controlled access - All personnel who enter the facility shall be issued a badge or identification card. Employees shall have a permanent badge and approved visitors receive a temporary badge.

- 2) In general, facility access shall be limited to:
  - I. Contractor(s) personnel performing work under contract; authorized State personnel;
  - II. maintenance personnel or suppliers performing upkeep or repair of facilities or equipment;
  - III. customer personnel visiting the site on official business;
  - IV. personnel as approved jointly by Contractor and the State.
- c) Contractor(s) must obtain State written approval prior to granting either current or potential customers access to areas where State work is performed.
- d) Terminated employees shall have their badges removed and their accounts deactivated and/or deleted from any system access immediately upon termination. Proof of such removal shall be documented by contractor(s) and made available to the State upon request.
- e) Data and telecommunications center - The primary data and telecommunications center shall be secured through the use of key-code access with entrance granted only to those requiring access to this area on a regular basis to perform their normal job functions or who are escorted as in the case of visitors or technicians.

## **2.8 Monitoring Plan**

To control and implement the requirements of this project, the Department will use DCFS personnel to monitor and oversee the contractor(s). The State personnel assigned to this project will be responsible for dealing with the contractor(s) in a timely and effective manner with regards to programmatic, systematic, and contractual issues. DCFS will assign one Project Manager for Child Support Enforcement and one Project Manager for Child Welfare and provide this information to the contractor(s) during contract negotiation.

In addition, State staff will have the following roles and responsibilities:

- a) Review all written deliverables, and will if necessary, respond with comments within five business days after receipt of each deliverable.
- b) Responsible for the supervision, direction and control of its own personnel.
- c) Providing log-on access to LASES, LASES Web and other department applications deemed necessary to carry out the terms and conditions of the contract.
- d) Notification to the contractor(s) of complaints it receives about the contractor.

## **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:

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Company Background and Experience	<b>33</b>
2. Approach and Methodology	<b>20</b>
3. Proposed Staff Qualifications	<b>10</b>
4. Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>• <i>Up to 10 points available for Hudson-certified Proposers;</i></li><li>• <i>Up to 12 points available for Veteran-certified Proposers;</i></li><li>• <i>If no Veteran-certified Proposers, those two points are not awarded.</i></li><li>• <i>See Section 3.2 for details.</i></li></ul>	<b>12</b>
5. Cost	<b>25</b>
<b>TOTAL SCORE</b>	<b>100</b>

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

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

### **3.1 Cost Evaluation (Value of 25 Points)**

The proposal offering the lowest total cost will be awarded the maximum 25 points available. The other proposals will be scored proportionate to the cost of the lowest proposed cost as follows:

- 1) Costs proposed shall be submitted on the Price Schedule Worksheet furnished in **Attachment I: Price Schedule Worksheet**. Costs proposed shall be firm and shall include labor, per diem, travel, overhead, and any other costs related to this RFP.
- 2) A zero dollar rate is not acceptable for any Cost Category. Each cost category must include an amount greater than zero.

- 3) Unless otherwise noted, each of the cost categories on the **Price Schedule Worksheet** will be given a point value. This information will be used in the cost evaluation to calculate lowest evaluated cost.
- 4) The proposed unit cost would be multiplied by the volume for that category. The totals for each category are then summed. (Note: The volume can be actual data or estimated. See Attachment IX.)
- 5) The proposal offering the lowest total cost will be awarded the maximum 25 points available. The other proposals will be scored proportionate to the cost of the lowest proposed cost as follows:
  - Lowest Proposer's cost divided (÷) by evaluated proposer's cost multiplied (x) by category points equals (=) Proposer's category score.

<b>Cost Category</b>	<b>Volume of Collections</b>	<b>Proposed Unit Cost</b>	<b>Proposed Total Cost</b>
Contractor Complete PCR Specimen Collection		\$	
Contractor Partial PCR Specimen Collection		\$	
DCFS performs the PCR Specimen Collection		\$	
		Proposers Cost	

- 6) Scores will be rounded to the nearest whole number.

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

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:
  - i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
  - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
  - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work, which is projected to be performed by, or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
  - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.
- B. Proposer Status and Allotment of Reserved Points
  - i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
  - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
  - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work, which is projected to be performed by, or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
  - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

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

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

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

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

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Providing, at a minimum, all services described in **Part II Scope of Work/Services**, during each State business day (Monday through Friday from 8:00 a.m. to 4:30 p.m. CST), excluding holidays officially recognized by the State or weather emergencies declared by the governor or approved by the Division of Administration.

### **4.2 Program Specific Requirements/Service Level Agreements**

#### **4.2.1 Child Support Enforcement/Child Welfare**

1. Provide a full service operation to include, but not limited to, staff, workspace, equipment, software, and phones, all computer and telephone related lines and cable.
2. The contractor(s) shall have in place the organizational, operational, managerial and administrative capacity to be capable of fulfilling all contract requirements outlined in this RFP.
3. Contractor(s) shall not handle any legislative, media, or public record inquiries. These should be immediately transferred to the State.
4. Allow access to on-site operations by the State and/or their approved representatives.
5. Timely and accurate processing of all genetic samples is of utmost importance to DCFS, and will be a major benchmark for assessing contractor(s) performance. The selected contractor(s) should be aware that the turnaround time of these items will be closely monitored by DCFS and that the turnaround time will be an important component of audits conducted by State and federal staff, and any other entities required by State and Federal law, as well as a contingency upon which contract payments will be made.
6. The State will review all deliverables and hardcopy products (i.e. reports, schedules plans, etc.) to confirm that they satisfy the objectives and contract requirements defined between the State and the contractor(s). Prior to the submission of deliverables and similar products, the contractor(s) will submit outlines and drafts of the documents for agreement and approval of the basic format and content of the documents. The State will not approve or pay for deliverables and similar products that do not meet the objectives and approval criteria.
7. The contractor(s) shall ensure that all required reports and invoice files, as specified by the State, are submitted in a timely manner for review and approval by the Department.
8. The contractor(s) shall prepare complete and accurate reports for submission to the State and/or Department(s). If after preparation and submission, a contractor(s) error is discovered either by the contractor(s) or the State, the contractor(s) shall correct the error(s) and submit accurate reports within two (2) business days from the date of discovery by the contractor(s) or date of written notification by the State (whichever is earlier).
9. The contractor(s) shall develop and be continually ready to invoke a Contingency Disaster Recovery Plan to continue collecting and processing genetic samples during or immediately

following failures or disasters as outlined in **Part II: Scope of Work/Services, 2.3.1** of this RFP.

10. The contractor(s) shall meet all Implementation Plan requirements as outlined in **Part II: Scope of Work/Services, 2.3.2** of this RFP.
11. The contractor(s) shall provide a Transition/Turnover Plan to the State, which outlines the procedures and timelines to ensure continuity of services as outlined in **Part II: Scope of Work/Services, 2.3.5** of this RFP.
12. The contractor(s) shall provide rigorous chain of custody procedures in accordance with all applicable state laws, including but not limited to, Louisiana Revised Statute 9:397.2 and 9:397.3, and a documented evidence control system that ensures the integrity of the genetic samples. Procedures are described in 2.4 Functional Requirements (a & d).
13. Electronic Data Transfer Process - The contractor(s) must have the capability to electronically transfer file data for purposes of automating the scheduling, test results reporting and billing process so that DCFS can obtain and access information via a secure website. Procedures are described in 2.4 Functional Requirements (u).

### **Service Level Agreement (SLA)**

In the event the contractor(s) fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the contractor or if the liquidated damages exceed amounts due from the Department, the contractor(s) will be required to make payments for the amount in excess. The Department at its sole discretion may delay the assessment of liquidated damages if it is in the best interest of the State to do so. The Department may give notice to the contractor(s) of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the contractor the opportunity to remedy the deficiency; if the contractor(s) subsequently fails to remedy the deficiency to the satisfaction of the Department, the Department may reassert the assessment of liquidated damages, even following contract termination.

The decision to impose liquidated damages may include consideration of some or all of the following factors:

- a) The duration of the violation;
- b) Whether the violation (or one that is substantially similar) has previously occurred;
- c) The Contractor's history of compliance;
- d) The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the customer; and
- e) The "good faith" exercised by the contractor(s) in attempting to stay in compliance.

In the event the contractor(s) fails to perform as required, the contractor(s) shall pay the Department the specified amounts listed below as agreed liquidated damages. For purposes of this Section, "Occurrence" shall include deficiencies found by either the Department or Contractor(s).

No.	Performance Standard/Requirement	Liquated Damages
1	After the genetic samples have been obtained, the contractor(s) shall ship the samples by Federal Express, DHL, or other overnight delivery service so that the samples will arrive at the contractor's laboratory the morning after the samples are obtained. For samples in parishes that are serviced in the contractor's local service area, the specimens will be hand carried by that specimen collector to the contractor(s) laboratory. The samples will be in the contractor(s) laboratory by the close of business on the same day of the collection.	In the event the Contractor(s) fails to timely ship or hand deliver samples, the Contractor(s) shall be penalized five hundred dollars (\$500.00) per shipment/delivery. Such penalty may be applied every day such a failure occurs. <sup>1,2,3</sup>
2	The contractor(s) complete genetic test results including supporting documentation, and written report shall be notarized and provided to the State's requesting DCFS office within fifteen (15) working calendar days of obtaining all genetic specimens in a case.	The Contractor(s) may be penalized five hundred dollars (\$500) per case when results are not delivered timely. Penalties may be applied daily. <sup>1,2,3</sup>
3	If the test results are inconclusive or contradictory, the contractor(s) shall notify the State within fifteen (15) calendar days of the circumstances, which require additional testing.	The Contractor(s) may be penalized five hundred dollars (\$500) per case when results are not delivered timely. Penalties may be applied daily. <sup>1,2,3</sup>
5	Contractor(s) shall submit a final Implementation plan within fifteen (15) calendar days of completed contract negotiations.	A five hundred dollar (\$500) charge to the Contractor(s) per calendar day after the plan due date. <sup>1,2,3</sup>
6	The Contractor(s) shall submit to the State within sixty (60) calendar days of a fully executed contract a detailed plan for contingencies and disaster recovery.	A five hundred dollar (\$500) charge to the Contractor(s) per calendar day after the plan due date. <sup>1,2,3</sup>
7	The contractor(s) shall submit separate itemized Monthly Statistical Reports to DCFS Child Support Enforcement and Child Welfare at the end of each month within ten (10) working days following the end of each month.	A five hundred dollar (\$500) charge to the Contractor(s) per calendar day after the report due date. <sup>1,2,3</sup>
8	The contractor(s) shall provide a Turnover Plan to DCFS for approval six (6) months prior to contract termination.	A five hundred dollar (\$500) charge to the Contractor(s) per calendar day after the plan due date. <sup>1,2,3</sup>



#### 4.2.1.1 PENALTIES

<sup>1</sup>When the Performance Standards, as outlined in Section 4.2., are not met, the contractor(s) shall correct any identified deficiency immediately upon knowledge of deficiency.

<sup>2</sup>If the Contractor is found to be deficient in its delivery of services, the Contractor will receive written notification from the State of the deficiency. The Contractor shall be given thirty (30) days after written notification to correct the problem. If the problem is corrected within the thirty (30) day corrective action period, there will be no penalty.

If the deficiency is not corrected within the thirty (30) days corrective action period, the Contractor shall receive a reduction of the penalty amount assessed against each month's invoice beginning with the first month of the corrective action period. For example: If Contractor is notified of the problem in June and fails to correct the problem within the thirty (30) day period, the Contractor would be penalized for the months of June and every month thereafter until the problem is resolved. The penalty is removed when the Contractor is in compliance.

If the Contractor fails to comply again for the same deficiency, the penalty shall be imposed again without the benefit of the thirty (30) day corrective action period. The penalty is removed when the Contractor is in compliance.

<sup>3</sup>Adjustments to the Performance Standards may be made by DCFS in the following circumstances:

- a) when any fact relied upon in the formulation or enforcement of an RFP requirement or Service Level changes or is determined to be incorrect;
- b) when the contractor request for an extension has been approved by DCFS.
- c) when substantial changes to program policies, including without limitations any changes that require staff retraining or would generate a significant volume surge, are made;
- d) when changes in scope, direction, budget, or program funding are made;
- e) when any substantial contract terms are changed;
- f) when substantial program processes are changed;
- g) when force majeure events occur;  
when a failure is due to the acts or omissions of the State or third parties outside of contractor(s) reasonable control. Any such extenuating factors that would affect the successful completion of these measures must be identified in writing by the contractor(s) within two (2) weeks of the extenuating event. DCFS will determine whether there will be any adjustments to the Performance Standards.

For instances identified above, "actual damages" shall include, but not necessarily be limited to, all damages, liabilities, costs, and expenses of every type or description that may be incurred by the Department and/or State, as a result, of Contractor's violation, including but not limited to:

- 1) All amounts for which the Department and/or State may be liable in an action or claim for damages, whether through a settlement or through a judgment of a court of competent jurisdiction;
- 2) All fines or money penalties, whether civil or criminal, imposed by the U.S. Department of Health and Human Services or by any other federal or state

- government agency, and all other costs and expenses necessitated by compliance with any order or mandate of such agency;
- 3) All costs and expenses, legal and otherwise, incurred in connection with items (1) and (2) above, including but not limited to attorneys' fees; and
  - 4) All costs and expenses incurred for the provision of remedial or restorative services to individuals whose information was affected by the violation or to other affected parties.

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

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

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

**ATTACHMENT I**

**PRICE SCHEDULE WORKSHEET**

**Genetic Testing RFP**

<b><u>Date</u></b>	
<b><u>Name of Company</u></b>	
<b><u>Company Address</u></b>	

**1. Print or Type Name of Officer representing the Contractor**

Do hereby certify that the firm named above wishes to enter a price for the Genetic Testing RFP.

**Price Schedule Worksheet**

<b>Cost Category</b>	<b>Volume of Collections</b>	<b>Proposed Unit Cost</b>	<b>Proposed Total Cost</b>
Contractor Complete PCR Specimen Collection		\$	
Contractor Partial PCR Specimen Collection		\$	
DCFS performs the PCR Specimen Collection		\$	
		Proposers Cost	

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution \_\_\_\_\_

- a) The State does not guarantee any quantity of testing needed. Information provided of testing quantities from previous years in **Attachment IX-Number of Paternity Test Completed** is no guarantee of future demand.
- b) If all people referred for a particular paternity case are drawn, it is considered a complete draw and DCFS will pay the complete draw price per person.
- c) If one of the persons referred, fail to appear and their genetic tissues are not collected and a report is not provided for a particular paternity case, it is considered a partial draw and DCFS will pay the partial draw price for each person that is drawn.
- d) If at a later date, the person(s) who were not drawn appear and submit to the genetic test(s) and a report is provided, DCFS will pay the difference between the complete and partial draw amount for each person.

**Attachment II – Customer References**

Company	
Contact Person	
Address	
City/State	
Telephone	
Fax Number	
E-Mail Address	
Provide a brief description of your IT Environment that will provide reports, the Electronic Data Transfer Process, Website and any other IT functions that you would provide to meet the RFP requirements.	

Company	
Contact Person	
Address	
City/State	
Telephone	
Fax Number	
E-Mail Address	
Provide a brief description of your IT Environment that will provide reports, the Electronic Data Transfer Process, Website and any other IT functions that you would provide to meet the RFP requirements.	

**ATTACHMENT III: 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 30 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 a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential

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

Signature of Proposer or  
Authorized  
Representative

\_\_\_\_\_

Typed or Printed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City:

\_\_\_\_\_

State:

\_\_\_\_\_

Zip:

\_\_\_\_\_

**Attachment IV**  
**DCFS Reference Response Request Form**

The following questionnaire is to be completed by Proposer. Proposer may complete their name and forward to reference responder with instructions to complete and deliver directly to the CSE Consultant by the proposal due date.

This form should be completed in its entirety by the Client reference responder and mailed, faxed, or emailed directly from the Client reference responder to Darlene Simmons by the proposal due date in Section 1.6 of the RFP. It is the responsibility of the proposer to ensure the Client references are aware of deadlines and provide timely responses.

Reference Response Questionnaire  
Due Date is \_\_\_\_\_

You have been requested to serve as a reference for an upcoming project by:

Proposer's Name: \_\_\_\_\_

Please complete the following questions and mail, fax or e-mail directly to:

**Darlene Simmons, CSE Consultant**  
Department of Children and Family Services  
Child Support Enforcement, Contract Unit  
P. O. Box 94065  
Baton Rouge, LA 70802  
Fax: 225-342-8822  
Phone: 225-342-0533  
**Email: [Darlene.Simmons.DCFS@la.gov](mailto:Darlene.Simmons.DCFS@la.gov)**

If you have questions concerning this questionnaire. Contact at: Phone: 225-342-0533.

Reference Organization Name:

\_\_\_\_\_

Person Responding To This Request for Reference Information:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date Reference Form Completed \_\_\_\_\_

Type of Products/Services/Work provided by Proposer:

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

When were Products/Services/Work provided and approximate dollar values?

\_\_\_\_\_  
Note: Complete the questions on following pages for the products or services or work described above.

## Reference Satisfaction Factors

Scoring System: 0=Not Applicable, 1=Very Dissatisfied, 2=Dissatisfied, 3=Satisfied, 4=Very Satisfied

Score	Factor:
	<p>A. The Proposer's Project Management Staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:</p>
	<p>B. The Proposer's Project line-level program subject matter expert staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:</p>
	<p>C. The Proposer's Project line-level technical staff was knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented. Comments:</p>
	<p>D. The Proposer lived up to the expectations, commitments and representations made during the procurement process. Comments:</p>
	<p>E. The Proposer demonstrated the ability to promptly negotiate an equitable contract within the terms and conditions that were important to us and was acceptable. Comments:</p>
	<p>F. The Proposer adhered to the terms of the contract and scope of work without undeserved complaint or unnecessary pressure. Comments:</p>
	<p>G. The Proposer was responsive and solution-oriented when there were issues or problems with the contract, timeline, scope or deliverables. Comments:</p>



	<p>H. The Proposer adhered to a sound project management methodology, using a comprehensive set of tools, processes and templates. Comments:</p>
	<p>I. The Proposer utilized an appropriate mix of needed staff onsite and offsite and invested an appropriate number of staff-hours to meet the demands and requirements of the project. Proposer brought in additional staff or needed expertise when needed. Comments:</p>
	<p>J. The Proposer was willing to sacrifice, accommodate and exceed the expectations of the Contract when conditions seemed warranted and make more effort than is expected of when necessary. Comments:</p>
	<p>K. The Proposer created a work environment that was collaborative, constructive and cooperative as opposed to adversarial, uncomfortable and confrontational. Comments:</p>
	<p>L. The Proposer was able to deliver a stable, reliable product/service that we use and value. Comments:</p>
	<p>M. In retrospect the Proposer is one that we are glad we worked with. Comments:</p>
	<p>N. In the future the Proposer is one that we would like to work with again. Comments:</p>
	<p>O. What other advice or general observations would you like to pass along to Louisiana as we evaluate this Proposer?</p>

**Please provide the following:**

Original (proposed) price from this vendor \$ \_\_\_\_\_  
Actual delivered price \$ \_\_\_\_\_

Original (proposed) date of completion \_\_\_\_\_  
Actual date of completion \_\_\_\_\_

If there were changes to the price or schedule, what was the cause of change?

How was user satisfaction measured?

How satisfied are the users?

**Feel free to attach any documentation (e.g. commendation correspondence, warning correspondence, sample work product, lessons learned, QA or audit findings, etc.) that may provide additional insight into Proposer's performance**

## Attachment V – State and Local Presence

This form is used to gather information of contractor offices located in Louisiana.

Contractor		
Address		
City		
Telephone Number		
E-Mail Address		
# of Technicians		
Certifications		
Other Support Staff		

Contractor	
Address	
City	
Telephone Number	
E-Mail Address	
# of Technicians	
Certifications	
Other Support Staff	

# ATTACHMENT VI: SAMPLE CONTRACT

DCFS-CF-1  
Rev. 6/18

AGREEMENT BETWEEN  
THE STATE OF LOUISIANA  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND

FOR

Personal  Professional  Consulting  Social Services  Interagency  Government

1) Provider/Contractor:	6) Fed. Employee Tax ID or SS #:
2) Address:	7) Parish(es) Served:
3) City:            State:            Zip Code:	(Contracts with individuals) 8) License or Certificate #:
4) Remit-To-Address (if different):	(Contracts with individuals) 9) Date of Birth:
City:            State:            Zip Code:	(Contracts with individuals) 10) Place of Birth:
5) State LDR Account #:	

11) **Brief Description of Services to be provided:** Include description of work to be performed, goals and objectives to be met that are measurable; description of reports or other deliverables with dates to be received (when applicable). In a consulting service, a resume' of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

12) Effective Date:

13) Termination Date:

14) Maximum Contract Amount:

15) Terms of Payment: If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate **RATE OR STANDARD OF PAYMENT**, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract. (Attach Exhibit B, if applicable)

Contractor shall bill monthly, in arrears, for actual cost incurred and paid for services rendered (provided). Supporting documentation of the costs incurred must accompany the form for reimbursement. Each monthly invoice must be submitted by 15<sup>th</sup> of the month following the month of services. **If, necessary, supplemental invoices are allowed if they are submitted no later than the end of the month following the month of services. There should be no more than 12 supplemental invoices in any 12-month period during the term of the contract.**

The Contractor will expend funds in a manner consistent with the budget which is part of this contract and attached as Exhibit B. Providing that there is no change to the total contract amount, the contractor can reallocate funds in cost categories or add new cost categories only upon written approval of DCFS/DOA Office of State Procurement (OSP)

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: Program Manager 1/2  
(Specific Person, Position or Section)

---

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

- Maximum contract amount includes travel, which will be reimbursed in accordance with State Travel Regulations PPM 49.
- Contract Extensions: *This subsection applies to contracts with less than a three-year term.*

If necessary, this contract may be extended for one or more periods of time not to exceed a total contract period of three (3) years or thirty-six (36) months.

---

17) If Corporation \_\_\_ Profit or \_\_\_ Non-Profit \_\_\_ Let by RFP \_\_\_ Advance \_\_\_ Vendor \_\_\_ Sub-recipient

CFDA Title and Number \_\_\_\_\_  
Award Name, Number, Year \_\_\_\_\_  
Federal Agency \_\_\_\_\_  
Federal Laws/Regulations \_\_\_\_\_

## **General Terms and Conditions**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

### **Contract Monitor**

The Contract Monitor for this contract is Program Manager 1/2.

**Monitoring Plan:** Contract agency shall develop a monitoring plan specific to the monitoring needs and performances measures of the Contract Party's project. During the term of this agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's Plan to ensure compliance with contract requirements.

### **Prohibition against Discrimination**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, 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.

### **Confidentiality**

Contractor shall abide by all laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality.

### **Audits, Inspection and Review of Records**

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially

designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this contract and the right to conduct on-site monitoring..

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

- (1) Any subrecipient contractor who expends \$750,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of 2 CFR Part 200 Subpart F Revised December 26, 2014, Regarding Audit Requirements for Federal Awards. 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 subrecipient contractor who expends less than \$750,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- (3) Any subrecipient contractor who expends less than \$750,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.
- (4) Any subrecipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 2203.

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

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

## **Record Retention and Inspection**

Contractor agrees to retain all books, records, and other documents relevant to contract and funds expended thereunder for at least four (4) calendar years after final payment or for three (3) calendar years after audit issues or litigation have been resolved.

## **Assignment of Interest in the Contract**

Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the State. Failure to provide prompt written notice of any such assignment shall be grounds for termination of the contract. "Prompt written notice" is defined as "written notice provided within ten days of the assignment".

## **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and shall be identified under Federal Tax I.D. # \_\_\_\_\_ and Louisiana Department of Revenue account # \_\_\_\_\_.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue shall determine that the prospective contractor is current in 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 and shall provide a tax clearance prior to approval of the contract.

## **Payments**

It is agreed that in consideration for the goods delivered or services performed, the Agency shall make all checks payable to the order of Contractor in the amounts expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions." It is further agreed that Contractor accepts payment made under the terms of the agreement in full for services delivered.

## **Prohibitions on use of funds**

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

**Notice of State Employment**     *This subsection is applicable only to contracts with individuals.*



Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with the State of Louisiana and notify the contracting office of any additional state employment.

### **Property of the State**

When applicable, upon completion of this contract or if terminated earlier, copies of all records, reports, worksheets or any other materials related to this contract shall be provided to the state upon request.

### **Subcontracts**

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Agency (which approval shall be attached to the original agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. Any subcontractor shall be required to sign the Subcontractor Debarment Certification Attachment which shall become a part of this contract.

### **Alterations, Variations, Modifications, or Waivers**

Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by Agency.

### **Amendments**

Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the office which is a party to the contract and the Contractor, and approved by required authority of the Department, and, if the contract exceeds \$2,000.00 the Director of the Office of State Procurement, Division of Administration.

### **Set Off**

In the event the Agency determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.

## **Background Checks**

Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See R.S. 15:587.1).

## **Hold Harmless**

Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

## **Indemnification and Limitation of Liability**

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

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

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

Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

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

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

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

## **Insurance**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

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

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is

not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

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

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith. **Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

### **Availability of Funds**

This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until the agreement has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Director of the Office of State Procurement, Division of Administration, in accordance with LA R.S. 39:1595.1. It is the responsibility of the contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

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

## **Reports**

If applicable, at least by the end of each 6 month period of the above mentioned contract, Contractor must submit to the Agency, a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.

## **Environmental Tobacco Smoke**

Provider will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

## **Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## **Termination for Convenience**

This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond specified termination date. The contractor shall be entitled to payment for work in progress, to the extent work has been performed satisfactorily.

## **Controversies**

Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to LA R.S. 39:1672.2-1672.4.

## **Force Majeure**

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

## **Governing Law**

All activities associated with this contract shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to LA .R.S. 39:1551-1755; executive orders; and standard terms and conditions.

## **Headings**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

## **Anti-Kickback Clause (Federal Clause)**

Contractor agrees to adhere to the mandate dictated by the Copeland (Anti-Kickback) Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation.

## **Clean Air Act (Federal Clause)**

Contractor agrees to adhere to the provisions, which require compliance with all applicable standards orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. This clause applies to contracts with federal funds.

## **Energy Policy and Conservation (Federal Clause)**

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). This clause applies to contracts with federal funds.

## **Clean Water Act (Federal Clause)**

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. This clause applies to contracts with federal funds.

## **Code of Ethics**

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

## **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.

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions**

1. The primary contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
2. Where the primary contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.





## **STATEMENT OF WORK**

### **SCOPE OF SERVICES**

#### **2.1 Scope of Work**

The contractor(s) shall provide the service of genetic testing to aid in the establishment of paternity for all Child Support and Child Welfare cases in Louisiana, which require genetic testing as a condition of paternity establishment. Persons subject to testing may include, but are not limited to, the child, the mother, and the alleged father.

The contractor(s) must have the capability to electronically transfer file data for purposes of automating the scheduling, test results reporting and billing process so that DCFS can obtain and access information via a secure website.

The Personal Responsibility Work Opportunity Reconciliation Act (PRWORA) of 1996 builds on 1994 legislation requiring Hospital-Based Paternity Acknowledgement Programs. All States are required to develop procedures outlining the process for voluntarily acknowledging paternity, adopt provisions to strengthen paternity programs and observe mandated links between birth certificates and paternity forms. Under PRWORA, all States are also required to give parents notice both orally and in writing of the alternatives to signing the form, the legal consequences of signing the form and the rights and responsibilities that arise from acknowledging paternity.

45 CFR 305.2 (a) (1) provides guidance regarding federal Paternity Establishment Performance requirements. Louisiana has chosen the IV-D Paternity Performance Percentage (PEP). States must achieve certain levels of performance in order to avoid being penalized for poor performance. Louisiana reached the ninety percent (90%) PEP standard in FFY 2010 and is required to maintain a ninety percent (90%) PEP in order to avoid penalties. Since FFY 2018, Louisiana has continued to meet the ninety percent (90%) PEP.

Proposers should propose the best solution that meets or exceeds those objectives described while being cost effective and fiscally responsible. The services described are not intended to limit the proposer's creativity in proposing a solution. Innovative ideas, new concepts, and best practices should be presented with this RFP.

#### **2.2 Tasks and Services**

- a) The contractor(s) must meet and maintain at all times the minimum qualifications described in Section 1.9.1 of this RFP.
- b) The contractor(s) must be able to handle the volume of paternity testing needed for all DCFS referrals. (Refer to the charts on **Attachment IX-Number of Paternity Test Completed**)
- c) The contractor(s) must meet the tasks and services in 2.4 Functional Requirements, 2.5 Technical Requirements and 2.6 Project Requirements.

## 2.3 Deliverables

### 2.3.1 Contingency/Disaster Recovery

- a) The contractor(s) shall develop and implement, as part of the Security Plan, an Emergency Preparedness Plan that will be implemented in the event of damage to the lab by fire, wind, water, or any other fortuitous event that prohibits the Contractor(s) from conducting business. This is to minimize service disruption to DCFS customers.
- b) The plan shall identify risks as well as steps necessary to prevent it from happening in the first place. The plan shall include an alternate set of steps to minimize the impact should preventions fail. The plan must define the precise steps to be taken to recover as quickly as possible. The contractor(s) shall develop and implement procedures to test the plan on an annual basis, at a minimum.
- c) This final plan shall be provided within sixty (60) calendar days of contract approval.
- d) In the event of periodic or catastrophic failures that restrict or terminate program operations, the design of the Genetic Testing Program servicing the State requirements shall include sufficient redundancy to allow normal business operations to continue with minimal disruption and inconvenience.
- e) The contractor(s) must have the ability to have the systems up and operating within forty-eight (48) hours after such disaster or emergency.
- f) Strategy for insuring confidentiality and security requirement shall be enforced.

### 2.3.2 Implementation Plan

The Proposer shall submit an implementation plan within fifteen (15) calendar days of completed contract negotiations with implementation dates for all project requirements. Failure to meet major milestones identified in the Project Implementation Plan may result in penalties as described in this RFP, **Part IV – Performance Standards**.

- a) The Proposer's implementation plan should include all tasks necessary to prepare for transition and provide all services required pursuant to this RFP.
- b) The Plan should include a schedule of tasks and deliverables, and timeframes associated with the completion of each task or deliverable necessary to implement the solution. Include the positions that will be responsible for completing each task.
- c) Plan for securing office space and office equipment if applicable. The proposer should describe in detail all equipment, software, telephone equipment, and systems, telephone and data lines, and so forth that the contractor(s) will use, and the specifics of how the equipment and software will be used.
- d) The proposer should describe the plan and timetable for hiring staff if applicable.
- e) The proposer should describe the plan and timetable for training proposer's personnel.
- f) The contractor(s) must have an operational facility that is fully operational and providing services by no later than ninety (90) calendar days after date of the properly executed contract.

### **2.3.3 Monthly Statistical Report**

- a) The contractor(s) shall submit separate itemized Monthly Statistical Reports to DCFS Child Support Enforcement and Child Welfare within ten (10) working days following the end of each month.
- b) DCFS Program, Child Support Enforcement, and Child Welfare shall segregate statistical Reports.
- c) Statistical Reports shall include the following information:
  - 1) Number of Paternity Test Completed for each CSE District Office
  - 2) Number of Paternity Test Completed for each Child Welfare Regional Office
  - 3) Total Number of Test Completed for each CSE Office and Child Welfare Region for the contract year

### **2.3.4 Monthly Invoice**

- a) The contractor(s) shall submit separate itemized invoices to each CSE District Office and Child Welfare Office within ten (10) working days following the end of each month.
- b) The invoices shall identify the persons tested and include the following information:
  1. Invoice number;
  2. Date of services;
  3. Name and address of Contractor;
  4. Current amount due;
  5. Contract number;
  6. Name and Phone Number for Contractor's contact person;
  7. Tax Identification number;
  8. List of genetic test performed which include the following:
    - i. Date;
    - ii. LASES or Child Welfare Case Number;
    - iii. Mother's name;
    - iv. Child's name and date of birth;
    - v. Alleged Father's name;
    - vi. Name and phone number of contact person;
    - vii. Signature line and date; and
    - viii. Type of Test.

### **2.3.5 Transition/Turnover Plan**

The contractor(s) shall provide a plan to DCFS for approval six (6) months prior to contract termination. The contractor(s) shall cooperate in the orderly transition of services from the contract awarded under this solicitation. The transition period shall begin thirty (30) calendar days before the contract end date, or the end date of any final exercised option or contract extension. The contractor(s) shall work toward a prompt and timely transition, proceeding in accordance with the directions of the CSE and Child Welfare Manager(s) or designee.

#### **The plan shall include at a minimum the following:**

- a) List of all job titles and responsibilities;
- b) Detailed plan for the turnover of genetic testing material including Chain of Custody, sequence of events, time frames, and, if necessary, a reasonable transport plan for case files and equipment, if purchased with federal funding;

- c) Plan shall include a statement as to how long they will retain all specimens in the original containers;
- d) Plan must include a statement that the current contractor(s) must contact the new contractor(s) in order to set up a time and date for the material to be shipped. The new contractor(s) or their employee must be on the premises in order to receive the material;
- e) Plan must provide a procedure or process to use the archived DNA samples of the custodial parent and/or the children to conduct additional testing with other non-custodial parents involving the custodial parent and her/his children.

At the end of this contract, the contractor(s) will comply with the following with regard to limiting services provided and transferring responsibility to a new contractor(s):

- f) No new cases shall be referred to the contractor(s) within the fifteen (15) calendar days prior to the end date of the contract. During the fifteen (15) calendar days prior to the end date of the contract transition period; the taking of specimens shall desist to allow time for the contractor(s) to complete all specimen tests and for completed cases to issue Paternity Determination Reports.
- g) During the transition period, the contractor(s) shall, in accordance with procedures recognized by AABB and as requested by the CSE and Child Welfare Manager(s) or designee, transfer testing results or specimen collected for all Incomplete Cases. The specimen's shall be transferred overnight (UPS or Federal Express) Monday through Thursday to the designated contractor(s).
  - 1) All materials must be shipped in refrigerated boxes and in the original specimen containers.
  - 2) Collections must be received by noon the day after the collection is mailed.
  - 3) Collections must be kept cool at all times.
  - 4) Specimens shall not be mailed the day before a holiday or on a Friday. For example, Thanksgiving is on a Thursday. In this instance, the samples must be mailed on Monday or Tuesday in order for the lab to receive the samples by noon on Wednesday.
- h) During the transition period, the contractor(s) shall submit to the CSE and Child Welfare Manager(s) or designee a Closeout Report of the names and jurisdiction of the individuals from whom specimen have been collected and for which testing has not been completed.
- i) The Closeout Report shall be submitted to the CSE and Child Welfare Manager(s) or designee during the End of Contract Transition.
- j) The contractor(s) shall not destroy specimens for which results have not been provided except upon written authorization of the CSE and Child Welfare Manager(s) or designee.

### 2.3.6 Corrective Action Plan

- a) The contractor(s) must provide a **Corrective Action Plan** for both routine and emergency situations. The plan must state how the contractor(s) will address problem situations as they occur during the performance of the contract, especially problems that are not resolved to the satisfaction of the DCFS within appropriate timeframes.

- b) The contractor(s) must provide the plan no later than fifteen (15) calendar days after deficiency is identified. The plan shall detail how problems will be escalated in order to resolve any issues and shall include:
  - 1) Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures.
  - 2) The method of providing feedback on resolution progress, including the frequency of feedback provided to the CSE and Child Welfare Manager(s) or designee.

## 2.4 Functional Requirements

- a) The contractor(s) shall provide rigorous chain of custody procedures in accordance with all applicable state laws, including but not limited to, **Louisiana Revised Statutes 9:397.2 and 9:397.3**, and a documented evidence control system that ensures the integrity of the genetic samples.
- b) Contractor(s) must provide in detail how it will provide a “800” (toll free) customer service telephone number, staffed sufficiently by knowledgeable staff, during normal business hours for the State of Louisiana (**8:00 AM through 5:00 PM Central Time**), to answer questions and/or inquiries from DCFS customers who are parties in paternity testing cases exclusive of disclosing paternity testing results.
- c) Contractor(s) must provide a sample of any written material(s) or brochure(s) explaining in simple ordinary day-to-day English and Spanish, the process involved in paternity testing and how the results of the testing is interpreted. Contractor(s) must describe how it will provide these written materials, upon request, to any party undergoing paternity testing. Contractor(s) must describe in detail how all letters, fliers, brochures, etc., will be reviewed and approved by the CSE and Child Welfare Manager(s) or designee prior to mass release to local DCFS offices.
- d) **As part of the Chain of Custody Procedures, the contractor(s) shall ensure that:**
  - 1) The genetic sample(s) is marked for identification for each individual person from whom a sample is obtained, i.e., color-coding to identify the CP, NCP and child (ren) and must provide a photograph of each individual from which a sample was collected.
  - 2) Each adult person will be required to identify himself or herself by presenting government-issued photo identification. The contractor(s) shall provide their methodology for identity verification when the individual does not have a government issued photo identification. A copy of the identity verification shall be included in the final report to DCFS.
  - 3) Each party will be further identified on the specimen collection form by photograph and thumb print. The contractor(s) will photograph and thumbprint each person, and document the social security number and birth date of each sampled individual. It is acceptable for the contractor(s) to document the last four (4) digits of the social security number. Each person and the specimen collector will sign the Specimen Collection Form witnessing that the person’s sample was collected.
  - 4) All specimens collected for the day from that collection site will be put into a larger envelope or a box (depending on volume) and sealed. Additional chain of custody procedures will be followed upon receipt of the specimens at the laboratory, and chain of custody procedures will continue throughout the testing process.

- 5) The laboratory follows documented written procedures that minimize loss, contamination, and/or deleterious change of evidence through the use of instruments and equipment that are properly maintained and calibrated, and monitoring, cleaning, and decontaminating facilities and equipment.
  - 6) The laboratory has and provides secure areas for evidence storage that is controlled and limited.
  - 7) Expert witness(es) and chain of custody personnel are available for court appearances, when necessary and at no extra charge.
  - 8) Responses to written interrogatories, and/or appearances for telephonic or in person depositions, and/or consultations are provided at no extra charge.
  - 9) The chain of custody for each case will be identified in the Paternity Test Affidavit. A Paternity Test Affidavit will be sent to DCFS with the laboratory report for every case.
  - 10) The Paternity Test Affidavit will satisfy the requirements of Louisiana Revised Statutes Sections 9:397.2 and 9:397.3. The contractor(s) shall submit a written report of the results of the initial testing, certified by a sworn affidavit by the expert who supervised the tests. The Chain of Custody Form and the written test results will be in compliance with LA R.S. 9:397.3. A notarized test report shall be required on each completed case.
- e) The contractor(s) shall retain a portion of the evidence sample or extract and store in a manner that minimizes degradation. The archived sample shall not be used for subsequent testing without prior approval of the CSE and Child Welfare Manager(s) or designee or a court order. The sample shall be retained for a minimum of three (3) years following the termination of the contract.
  - f) Upon request, the contractor(s) shall conduct two (2) genetic testing training seminars per year at a location selected by DCFS at no additional cost to both DCFS and contract DA Staff for Court or CSE and Child Welfare personnel concerned with DNA analysis in paternity establishment actions. The contractor(s) shall keep the State abreast of all innovations and occurrences related to genetic testing as these become available and accepted as industry standard d.
  - g) The contractor(s) shall have a direct contractual relationship with its collectors of genetic samples. They shall employ a sufficient number of trained and certified collectors of genetic samples to provide a minimum of one (1) collector per collection site on each scheduled day of testing.
  - h) The contractor(s) shall provide adequate written proof that proper training has been given to each specimen collector and said specimen collector has successfully passed a written test. At no time shall a specimen collector of the contractor(s) conduct a genetic testing procedure without a satisfactory test score.
  - i) In approved areas of the state, DCFS staff collects buccal swab samples. Currently Region 9 is the only region approved to collect buccal swab samples. DCFS staff must receive adequate training and have a satisfactory test score. Region 9 (Monroe and Tallulah offices) is responsible for the following parishes: Caldwell, East Carroll, West Carroll, Franklin, Lincoln, Madison, Morehouse, Ouachita, Richland, Tensas and Union. DCFS staff as well as the contractor performs genetic testing for these parishes. DCFS staff swab approximately 650 per year.
  - j) The contractor(s) shall furnish, free of charge, postage-paid genetic testing kits for use by the DCFS employees to collect genetic samples. These genetic testing kits shall contain individual identification forms and labels, and the necessary equipment for obtaining samples from all persons subject to testing, which may include, but shall not be limited to, the child, the mother, and the alleged father.

- k) The contractor(s) shall furnish each DCFS office that collects buccal swab samples with all equipment necessary to perform the collection of genetic samples, including but not limited to instant cameras and film, fingerprint inkpads, and client authorization forms. An inventory of kits and necessary equipment shall be maintained in each DCFS office. The contractor(s) shall also provide each DCFS office with appropriate personal protective equipment, pursuant to industry standards, necessary to ensure the health and safety of DCFS staff during the collection process.
- l) The contractor(s) testing facility shall be under the direct supervision of a laboratory director who possesses a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field; and is qualified by advance training and experience in genetic testing. The director and technical staff shall participate in continuing education related to the field of genetic testing as established, recommended, or required by AABB standards. Such continuing education shall be required as essential to the contractor's successful operation. Proof of participation shall be provided by the contractor(s) upon request.
- m) The contractor(s) shall ensure that all results are interpreted by individuals who are qualified to perform genetic analysis. It shall be the responsibility of the contractor(s) to ascertain and maintain the competency of its technical staff.
- n) The contractor(s) shall hire and maintain at all times key personnel, including expert witnesses, specimen collector(s), phlebotomist, manager(s), and laboratory staff sufficient to provide services in the manner detailed in this RFP and the subsequent contract and said personnel shall have the adequate education, training or experience commensurate with the duty to which he/she is assigned. The contractor(s) shall ensure that the personnel of the laboratory:
  - 1) Will not be permitted direct communication with any alleged father, custodial party, family member, or private attorney regarding any detail or aspect of a paternity case or genetic testing results except under court order, or if specifically requested by the CSE and Child Welfare Manager(s) or designee.
  - 2) Will not provide any information upon initial contact if contacted by the media concerning paternity services for DCFS. Upon initial contact by the media, the contractor(s) and its personnel will be limited only to the statement that no person is authorized to speak with media officials regarding paternity services for DCFS without the permission of the Public Information Director of the Department of Children and Family Services, in accordance with DCFS procedures.
  - 3) Will not conduct or be allowed to have access to genetic testing samples and/or results of family members of the personnel and that the CSE and Child Welfare Manager(s) or designee will be notified of the potential conflict prior to testing or upon first knowledge.
- o) **The contractor(s) shall provide the following:**
  - 1) The collection of samples by blood samples, nail samples or buccal swabs.
  - 2) Insure that each buccal swab, blood or tissue sample collection shall contain enough sample material so that it may be retested if ordered by the court.
  - 3) Assure that the phlebotomist/specimen collector arrives at the collection sites fifteen (15) minutes before the first scheduled case.

- 4) Assure a replacement phlebotomist/specimen collector shall arrive within one (1) hour of the originally scheduled start time in the event contractor(s) phlebotomist/specimen collector fails to appear at a collection site.
  - 5) Arrange for the shipment of samples at no extra costs.
  - 6) Ensure that phlebotomist/specimen collector(s) are instructed to be particularly compassionate when working with infants and small children and courteous to all tested persons.
  - 7) The contractor(s) shall assume full responsibility for 'buccal swab collectors' and phlebotomists. These specimen collector(s) may be used instead of phlebotomists, however, if blood or other tissue is collected, a phlebotomist shall be required.
  - 8) Provide services on Interstate and Intrastate cases by cooperating with other state IV-D agencies and other laboratories.
  - 9) At regular in-state collections, DCFS will select the date and schedule cases for the collection of genetic samples. The contractor(s) shall provide the dates for sample collections that shall be within six (6) weeks of the date of referral on interstate cases, jail samples, etc., unless a different or specific, date is requested.
  - 10) After the genetic samples have been obtained, the contractor(s) shall ship the samples by Federal Express, DHL, or other overnight delivery service so that the samples will arrive at the contractor(s) laboratory the morning after the samples are obtained. For samples in parishes that are serviced in the contractor(s) local service area, the specimens will be hand carried by that specimen collector to the contractor(s) laboratory. The samples will be in the contractor(s) laboratory by the close of business on the same day of the collection.
  - 11) The contractor(s) shall provide any/and all equipment needed to make sure the genetic specimens of all persons are properly identified. Contractor(s) shall provide all supplies necessary for the collection, preservation, preparation and shipment of the genetic specimens in a manner that will preclude contamination, tampering or substitution of specimens, including sample collection kits, forms and return express mailers.
  - 12) Contractor(s) shall provide at no additional cost to the State, the responsibility for arranging for removal and disposal of medical waste left at the collection site.
  - 13) Contractor(s) shall repeat tests without charge to the referring agency. A procedure shall be considered a repeat test if the sample is damaged during testing, shipping, or processing, necessitating a new sample for testing. The contractor(s) shall assume all costs in the event a recollection of specimens is necessary due to error of the contractor(s) or the State.
- p) The contractor(s) must agree to the following special conditions:**
- 1) Report any collection site loss or problem to CSE and Child Welfare Manager(s) or designee the day of the loss or problem, and if the collection site must be changed, secure an alternate site agreeable to the CSE and Child Welfare Manager(s) or designee within forty-eight (48) hours, unless an extension has been granted by the CSE and Child Welfare Manager(s) or designee.
  - 2) Report any incident concerning genetic testing procedures, which may be construed as unusual or controversial to the CSE and Child Welfare Manager(s) or designee.
  - 3) Report to CSE and Child Welfare Manager(s) or designee any contract compliance problem immediately as identified within the company so that the



CSE and Child Welfare Manager(s) or designee will be informed and available to assist in corrective action to remedy the problem.

- 4) The contractor(s) shall not charge the State for a collection fee or no-show fee in the event a person does not show up at the scheduled time and place for the specimen collection.
- q) The CSE and Child Welfare Manager(s) or designee must be notified if any person(s) has/have not appeared for collection within forty-five (45) day period. Payment for partials should be submitted at the end of the forty-five (45) calendar day period. In order for payment to be made on partials, the request for payment should be submitted forty-five (45) calendar days after the partials are collected. A listing of all partials for which the contractor(s) is seeking payment shall be included with the invoice.
- r) The contractor(s) must have the ability to customize the statistical reports to fit the needs of DCFS. Statistical reports shall be filed monthly with the CSE and Child Welfare Manager(s) or designee.
- s) The contractor(s) must maintain the confidentiality and privacy of DCFS cases at all times.
- t) If subcontractors are used, contractor(s) shall explain what roles they will play and when will they be used. Refer to Section 1.24 for Use of Subcontractors.
- u) The contractor(s) shall commence testing immediately upon the receipt of the genetic samples unless testing is impossible due to contamination, outdated samples, or samples are otherwise compromised.
- v) **Transition In:**
  - 1) The contractor(s) shall cooperate in the orderly transition of services from DCFS's preceding Genetic Testing Contractor(s) in accordance with the directions of the CSE and Child Welfare Manager(s) or designee.
  - 2) The contractor(s) shall, in accordance with procedures recognized by AABB and as requested by the CSE and Child Welfare Manager(s) or designee, receive any unprocessed specimens collected by DCFS's preceding Genetic Testing Contractor(s), along with completed Chain of Custody forms.
  - 3) The contractor(s) shall create case records for any incomplete cases received. The contractor(s) shall not invoice the State for any administrative fees related to managing the case records for any incomplete case received from a preceding Genetic Testing vendor.
  - 4) No later than fifteen (15) calendar days following receipt of the unprocessed specimen, the contractor(s) shall provide the CSE and Child Welfare Manager(s) or designee with a master list, sorted by referring office and program, of any individuals from whom a genetic specimen must be collected in order to make a genetic paternity testing determination in each of those incomplete cases.
  - 5) An explanation of the reasons why any genetic specimen must be re-collected from any individual.
- w) **Electronic Data Transfer Process:**
  - 1) DCFS/CSE currently has an online genetic test tracking process that allows for scheduling of appointments, generates appointment notices to clients, initiates outbound calling, tracks results of testing and invoice information. LASSES is an interactive on-line system which is a centralized, comprehensive, fully automated, state-operated computer system that maximizes the degree of automation. LASSES is a mainframe application using an ADABAS

Environment with application code written primarily in Natural. LASES is programmed using Software AG's Natural programming language for the system. CICS is the teleprocessing monitor utilized by LASES. The LASES Web Application has been designed as a 'front-end' to the LASES mainframe system. It aggregates the contents of several mainframe screens into single web pages along with usability enhancements, which reduce the number of key strokes and overall time required for each business process. It is important to note that data updated using the web page is immediately updated on the LASES database. Functionality provided by these web pages can still be performed using the LASES mainframe screens.

- 2) The Contractor(s) must have the capability to electronically accept and/or transfer file data for purposes of updating the LASES System with genetic test information. The Contractor(s) shall participate in the planning, designing, building, and testing phases as requested by DCFS at no charge to the State.

**x) Website:**

- 1) Contractor(s) must maintain a functioning, user-friendly website at no additional cost. Information on the website must be downloadable and printable. Website must meet secure industry standards and be password protected. Contractor(s) shall provide training and written instructions, including screen prints, on how to access their website services. CSE, Child Welfare or contract District Attorneys shall have view access to appointment scheduling, test results and billing information. Additionally, a hard copy of the test results must always be provided.
- 2) Website must provide the following functionality:
  - a. Test results and analysis for each person, in a format acceptable to DCFS, which shall include:
    - e.1. Case number
    - e.2. Name of person tested
    - e.3. Date specimen collected
    - e.4. Ethnicity
    - e.5. Relationship to party
    - e.6. Final results and analysis
  - b. The contractor(s) shall provide online appointment scheduling. They shall provide the ability to choose the collection site, time, and date of the appointment, with immediate confirmation, via the contractor's online appointment scheduling. Such capability shall be available by the contractor(s) upon the award of a contract.
    - c. The caseworker shall be allowed to review the status of the sample collection and also view a photograph of the person being tested. Test results, and current status of all parties affiliated with a single case number shall be available for viewing and printing.
    - d. Authorized DCFS staff shall have the option to print a fully completed genetic test report ensuring legibility, accuracy, and convenience.
    - e. The contractor(s) shall provide online tracking of each specimen's progress from collection to testing, review, and report.

## 2.5 Technical Requirements

- a) Genetic Test reports shall be rendered on all completed tests. The report shall contain the unrounded combined Paternity Index (PI) and the probability of paternity percentage rounded to the 5<sup>th</sup> decimal place.

The contractor's written test results report shall be notarized and provided to the State's requesting DCFS office within fifteen (15) calendar working days of obtaining all genetic specimens in a case. The report shall include the following:

- 1) the date(s) of collection of the samples and the date(s) of the test;
  - 2) the civil action number assigned to the case by the court;
  - 3) the names and relationships of each person tested to the child;
  - 4) the designation of racial origin of each person tested, for calculation purposes;
  - 5) the phenotypes established for each person in each of the fifteen (15) genetic systems examined;
  - 6) the signature of the laboratory director, who must possess a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field;
  - 7) a statement of whether or not the alleged father can be excluded; and
  - 8) verification of the chain of custody of the specimen to ensure admissibility at trial.
  - 9) If the test results are inconclusive or contradictory, the contractor(s) shall not issue a report. Rather, they shall notify the State within fifteen (15) calendar working days of the circumstances, which require additional testing. Such testing shall be conducted by the contractor(s) as may be appropriate at no additional cost to the State.
  - 10) Genetic test results, including supporting documentation, shall be submitted to the requesting office within fifteen (15) calendar days from date of collection. The State will not pay for any cases in which test results are received more than fifteen (15) calendar days after the specimen collection unless there is a request for extension to the local CSE and Child Welfare Manager(s) or designee. Requests will be considered as approved if there is no contestation by the CSE and Child Welfare Manager(s) or designee within five (5) calendar working days following the extension request.
- b) Proposer shall describe testing method used in standard trio cases to achieve a combined Paternity Index exceeding ten thousand (10,000).
- c) Proposer shall describe testing method used in the following cases to achieve a combined Paternity Index exceeding fifty thousand (50,000). Explain, in detail, testing method proposed when it is not possible to obtain this level of discrimination on complex cases:
- 1) motherless tests (only child and alleged father's samples collected) with or without mutations;
  - 2) a paternity trio with a single non-match between alleged father and child (mutation);
  - 3) The specimen must be sufficient to make genetic paternity testing; determinations in cases in which the mother is deceased or unavailable and in cases where a genetic specimen may be taken from a biological relative of

an unavailable or deceased putative father. When the child, mother, and putative father are all tested, the methodology must be sufficient to exclude at least-- 99.9% of the population as biological fathers of the child.

- 4) Incest;
- 5) all cases that identify more than one mutation during testing; and
- 6) additional relationship with a biological relative of alleged father to the second degree (e.g. brother, natural father of alleged father, or uncle).

## 2.6 Project Requirements

- a) The contractor(s) shall be responsible for all of its own office space, clerical and technical support, furniture, copy equipment, secured record storage, telephone, and data and phone line installation.
- b) It is the preference of the State that the contractor(s) labs be located in the United States.
- c) The Contractor(s) must establish sites for the collection of genetic samples after consulting with the CSE and Child Welfare Manager(s) or designee on the best possible location within the United States.
- d) In addition to specimen collector, the contractor(s) shall provide phlebotomy services at no additional charge.
- e) Contractor(s) shall establish collection sites in each parish to collect the genetic samples, except in those situations in which the CSE and Child Welfare Manager(s) or designee determines that a single site shall be used for more than one parish. Whenever it is feasible, the collection of genetic samples shall be conducted in offices belonging to DCFS and/or the parish's District Attorney. Sites shall be fully operational and providing services by no later than ninety (90) calendar days after date of the properly executed contract.
- f) The contractor(s) must be able to collect genetic samples from incarcerated individuals at any facility in Louisiana and individuals admitted to any medical facility in Louisiana.
- g) Contractor(s) must work with the CSE and Child Welfare Manager(s) or designee to determine the best days of the week for sample collections for genetic testing.
- h) Must have means of identifying each person tested from whom a sample is obtained, i.e., color-coding to identify CP, NCP and child.
- i) Must provide camera, film, photograph, and other means of identifying each person.
- j) The contractor(s) shall designate a Project Manager to work with the CSE and Child Welfare Manager(s) or designee on contract issues or problems regarding service deliverables.
- k) On Out of State Cases, the contractor(s) will be notified by facsimile of the referral when the Child Support Enforcement Section sends a UIFSA:
  - 1) The form identifies the case, the parties, and the city and state where the party whose genetic sample is needed is located.
  - 2) The contractor(s) will make an appointment for specimen collection.
  - 3) The contractor(s) will indicate the time, date, and location of the appointment on the UIFSA form and will return the form to the Child Support Enforcement Section by facsimile.
  - 4) Contractor(s) will also prepare the specimen collection form and forward it and the specimen collection kit to the collection site.

- 5) The specimen collection kit includes a Chain of Custody Form, Polaroid camera, thumb print pad, integrity seal, and an overnight courier pack for shipping back to the contractor(s).
- l) Pre-Authorized Testing:
  - 5) The contractor(s) will coordinate with the DCFS CSE/CW District Office Manager or designees on local office procedures.
  - 6) The contractor(s) must understand that all tests must be pre-authorized by DCFS CSE/CW District Office Manager or designees via a valid referral.
  - 7) Only those persons referred to the contractor(s) shall be collected and tested.
  - 8) Decisions for genetic test authorizations, number of tests to be scheduled and coordination for collection sites are the responsibility of the CSE and Child Welfare Manager(s) or designee.

## **2.7 Confidentiality – Information and Telecommunications Systems Security**

The Contractor(s) shall comply with all requirements in this section.

- a) The State requires that all Contractor-provided information and telecommunications systems be made secure from unauthorized access and use. Access to the required filing system, including but not limited to written correspondence, shall be limited to only those personnel who are authorized to support a given task. The contractor(s) shall maintain a listing of those employees with authorized access. When designing system security, contractor(s) shall address factors including, but not limited to:
  - 1) Information systems - Ensure that all information handled by computer systems shall be protected against unauthorized access, misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise.
    - a. Telecommunications systems - Provision of telecommunications security shall be sufficient to protect all incoming and outgoing calls and electronic inquiries/responses, and all data collected from these activities, from unauthorized access or loss.
  - 2) Software applications and databases - Access to software applications and databases is limited to only those personnel who are authorized to support a given task. Such restriction shall be accomplished through the use of customized menus, user log-on identification codes, operator-defined password protection, and/or automatic timeout values. The contractor(s) shall use expiration dating as a method of password security maintenance.
  - 3) System testing - System testing shall be performed on an annual basis to monitor adherence to, and compliance with, stated security measures.
  - 4) Audits – Contractor(s) shall be subject to periodic system audits in the same manner and fashion as conducted by the State. Such audits shall relate to both contractor(s)-provided systems and contractor's use of State-provided data under this contract. Examples of such audits include Legislative and security audits, generation of active employee listings to verify user identification maintenance practices, retrieval of user activity reports and archived security information, and demonstration of Contractor's ability to monitor, collect, store, and control access to usage data.
  - 5) Proper Notification – Contractor(s) shall report all attempts made, whether successful or not, to breach the physical security of the facilities or primary data centers where the work is performed, or any related telecommunications and information systems that support each task. The contractor(s) shall adhere to

applicable agency IT Incidence Handling Procedures for reporting these intrusions, including escalation to Department of Homeland Security FedCIRC if necessary

(<http://www.doa.la.gov/OTS/InformationSecurity/InformationSecurityPolicy-LA-v.1.0.pdf>). Such reports shall be made to the State as soon as possible and in no event more than twenty-four (24) hours after discovery of the incident. In rare instances, the contractor(s) may receive calls that threaten the well-being of the State and/or other personnel or property. The contractor(s) shall ensure that procedures are in place to report the calls immediately to the appropriate law enforcement agency (ies).

- 6) Incident Response Requirement: Contractor(s) must maintain confidentiality and privacy at all times, in accordance with State regulations, federal regulations, and DCFS policies. Title IV-D and non IV-D payment information must be maintained and used solely for child support enforcement purposes and safeguarded as provided in 45 CFR 303.21. Breaches of confidentiality may result in fines, penalties, and civil or criminal proceedings. Any Contract employee who breaches confidentiality requirements may be terminated. Contractor(s) breach of confidentiality with regard to data and/or information may be cause for contract termination.
  - i. The Contractor shall notify the CSE and Child Welfare Manager(s) or designee when any contractor(s) and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
  - ii. The contractor(s) shall notify the CSE and Child Welfare Manager(s) or designee within one (1) calendar day of the discovery of the unintended access and/or attack by providing notice via written report or electronic correspondence to the CSE and Child Welfare Manager(s) or designee. The contractor(s) shall identify:
    - The nature of the unauthorized use or disclosure
    - The Sensitive Data used or disclosed
    - Who made the unauthorized use or received the unauthorized disclosure
    - What the contractor(s) has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
    - What corrective action the contractor(s) has taken or shall take to prevent future similar unauthorized use or disclosure
    - The contractor(s) shall provide such other information, including a written report, as reasonably requested by the State
  - iii. In the event of a breach of any of the contractor(s) security obligations or other event requiring notification under applicable law, the contractor(s) agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State, and its officials, and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- 7) Confidentiality regarding disclosure of information is essential. The contractor(s) must adhere to all DCFS program policy regarding the specific types of

information that may be released. Contractor(s) must ensure that any information provided by the State relative to clients is used only for the administration of the contract, or in any investigation, prosecution, or criminal or civil proceeding conducted pursuant to the contract.

- 8) Contractor(s) must not access any database or system maintained by DCFS accessible to the contractor(s) pursuant to the contract due to arrangements made by DCFS with other agencies, or entities for any purpose not directly related to the performance under the Contract.

Confidential information - Subsequent to the implementation of a new agency/ program, the State will provide contractor(s) with a listing of items it deems proprietary and confidential in nature. Examples of such data shall include, but shall not be limited to, customer names, addresses, and social security numbers. Contractor(s) shall implement appropriate security measures to ensure such data is safeguarded in a manner consistent with those employed by the State ([https://www.doa.la.gov/OTS/InformationSecurity/Information SecurityPolicy-LA-v.1.8.pdf](https://www.doa.la.gov/OTS/InformationSecurity/InformationSecurityPolicy-LA-v.1.8.pdf)). Examples of data security shall include locked file storage, confidentiality stamping, restricted system access, data encryption, restricted print options, and disposal by shredding.

- a) **Facility Security** – Contractor(s) shall provide a physically secure facility for people, equipment, and documentation. All security requirements shall apply to the contractor(s) facility, alternative facility, and/or any subcontractor facilities. When designing physical security measures, contractor(s) shall address factors including, but not limited to:
  - 1) Controlled access - All personnel who enter the facility shall be issued a badge or identification card. Employees shall have a permanent badge and approved visitors receive a temporary badge.
  - 2) In general, facility access shall be limited to:
    - V. Contractor(s) personnel performing work under contract; authorized State personnel;
    - VI. maintenance personnel or suppliers performing upkeep or repair of facilities or equipment;
    - VII. customer personnel visiting the site on official business;
    - VIII. personnel as approved jointly by Contractor and the State.
- b) Contractor(s) must obtain State written approval prior to granting either current or potential customers access to areas where State work is performed.
- c) Terminated employees shall have their badges removed and their accounts deactivated and/or deleted from any system access immediately upon termination. Proof of such removal shall be documented by contractor(s) and made available to the State upon request.
- d) Data and telecommunications center - The primary data and telecommunications center shall be secured through the use of key-code access with entrance granted only to those requiring access to this area on a regular basis to perform their normal job functions or who are escorted as in the case of visitors or technicians.

## 2.8 Monitoring Plan

To control and implement the requirements of this project, the Department will use DCFS personnel to monitor and oversee the contractor(s). The State personnel assigned to this project will be responsible for dealing with the contractor(s) in a timely and effective manner with

regards to programmatic, systematic, and contractual issues. DCFS will assign one Project Manager for Child Support Enforcement and one Project Manager for Child Welfare and provide this information to the contractor(s) during contract negotiation.

In addition, State staff will have the following roles and responsibilities:

- a) Review all written deliverables, and will if necessary, respond with comments within five business days after receipt of each deliverable.
- b) Responsible for the supervision, direction and control of its own personnel.
- c) Providing log-on access to LASES, LASES Web and other department applications deemed necessary to carry out the terms and conditions of the contract.
- d) Notification to the contractor(s) of complaints it receives about the contractor.

## **CONTRACTOR PERSONNEL AND OTHER RESOURCES**

### **CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager*. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel*. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes*. Contractor's Project Manager and other key 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, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.
- D. *Other Resources*. Contractor shall provide other resources as specified in Attachment [Click here to enter the Attachment identification letter or number.](#)



## **CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name</u>	<u>Company Responsibilities</u>	<u>Classification Rate</u>	<u>Expected Duration</u>
-------------	---------------------------------	----------------------------	--------------------------

[Click here to enter all personnel, including subcontractors, who shall be assigned to the project.](#) Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.

---

## **STATE FURNISHED RESOURCES**

### **STATE FURNISHED RESOURCES**

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment [Click here to enter the Attachment identification letter or number.](#)

## ATTACHMENT VII

### ELECTRONIC VENDOR PAYMENT SOLUTION

#### 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.

Payment Type            Will Accept    Already Enrolled

LaCarte \_\_\_\_\_

EFT \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

**Attachment VIII: BOARD RESOLUTION**

**BOARD RESOLUTION FOR STATE CONTRACT PROVIDERS (IF PROPOSER IS A CORPORATION)**

State of Louisiana

Parish of \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**Attachment IX**  
**CHILD SUPPORT ENFORCEMENT**  
**Number of Paternity Test Completed**

<b>District Office</b>	<b>2017</b>	<b>2018</b>	<b>Total</b>
Baton Rouge	270	307	577
New Orleans	378	194	572
Amite	180	123	303
Thibodaux	242	163	405
Ville Platte	112	43	155
Alexandria	42	18	60
Monroe	675	347	1022
Shreveport	445	331	776
Lafayette	450	259	709
Tallulah	198	133	331
Lake Charles	127	66	193
Natchitoches	82	55	137
<b>District Attorney Offices</b>			
Red River DA	9	14	23
Sabine DA	42	27	69
De Soto DA	26	7	33
Bienville DA	1	1	2
Jackson DA	30	17	47
Catahoula DA	5	8	13
Concordia DA	39	16	55
Grant DA	16	9	25
Rapides DA	99	74	173
Vernon DA	13	19	32
Winn DA	20	10	30
<b>*Test Completed</b>	<b>3501</b>	<b>2241</b>	<b>5742</b>
<b>Total Test Completed Calendar Years 2017-2018</b>			<b>5742</b>

**CHILD WELFARE**  
**Number of Paternity Test Completed**

<b>District Office</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Alexandria Region	69	48	35
Baton Rouge Region	42	26	38
Covington Region	60	93	61
Lafayette Region	98	123	81
Lake Charles Region	41	36	21
Monroe-Lincoln Region	11	10	12
Monroe-Tallulah Region	44	40	21
Orleans Region	22	15	24
Shreveport Region	69	78	77
Thibodaux Region	44	53	49
<b>*Test Completed</b>	<b>500</b>	<b>522</b>	<b>419</b>
<b>Total Test Completed Calendar Years 2016-2018</b>			<b>1441</b>

\*The term 'test' refers to the paternity case.

## Attachment X – Areas of the State and Current Collection Sites Child Support Enforcement and Child Welfare

The State will be divided into two sections in the event two companies are awarded contracts. One will be awarded the southern area and one will be awarded the northern area. The parishes in each section are as follows:

**Southern Area— District Offices in the southern area are located in Baton Rouge, New Orleans, Amite, Thibodaux and Ville Platte and includes the following parishes:**

Allen, Ascension, Assumption, East Baton Rouge, East Feliciana, Evangeline, Iberville, Jefferson, Lafourche, Livingston, Orleans, Plaquemine, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Landry, St. Tammany, Tangipahoa, Terrebonne, Washington, West Baton Rouge, and West Feliciana.

Collection sites dates and times varies according to local office requirements:

Office	Parish	Address
Baton Rouge	EBR	DCFS/CSE, 5825 Florida Blvd., Ste. 20100, Baton Rouge, LA 70806
	WBR	Prime Medical Clinic, 3515 Hwy. 1 South, Port Allen, LA 70761
	East Feliciana	Quad Area Community Action Agency, 2119 St. Helena St., Clinton, LA 70722
	West Feliciana	West Feliciana Parish Hospital, 5266 S. Commerce St., St. Francisville, LA 70775
	Iberville	Iberville Parish DCFS, Economic Stability Office, 23075 Hwy. 1, Plaquemine, LA 70764
	Pointe Coupee	Council On Aging, 2100 False River Dr., New Roads, LA 70760
New Orleans	Jefferson	Jefferson DA Office – 1546 Gretna Blvd, Harvey, LA 70058
	Orleans	New Orleans CSE Office – 2601 Tulane Ave., 5 <sup>th</sup> floor, New Orleans, LA 70119
	Plaquemines	New Orleans CSE Office – 2601 Tulane Ave., 5 <sup>th</sup> floor, New Orleans, LA 70119
	St. Bernard	New Orleans CSE Office – 2601 Tulane Ave., 5 <sup>th</sup> floor, New Orleans, LA 70119
Amite	Livingston	Livingston Parish Town Hall, 20550 Circle Drive, Livingston, LA 70574
	St. Helena	St. Helena Courthouse, Courthouse Square, Greensburg, LA 70441
	St. Tammany	St. Tammany Courthouse, 701 N. Columbia St. Covington, LA 70433
	Tangipahoa	CSE Office, 606 South First St., Amite, LA 70422
	Washington	Washington Parish Courthouse, 908 Washington St., Franklinton, LA 70438

Thibodaux	Lafourche	Thibodaux Civic Center, 310 N Canal Blvd, Thibodaux, LA 70301-2913
	Assumption	Council on Aging, 166 Hwy. 1008, Napoleonville, LA 70390
	Ascension	Clarion Inn & Conference Center, 1500 W. Hwy. 30, Gonzales, LA 70737
	St. James	St. James Parish Health Unit, 29170 Health Unit Blvd, Vacherie, LA 70090
	St. Charles	St. Charles DA Office, 15045 River Rd Hahnville, La 70057
	Terrebonne	Terrebonne Parish Courthouse Annex, 1st Floor, 7856 Main Street, Houma, LA 70360
	St. John	St. John District Attorney's Office, 1342 LA Hwy 44, Reserve, LA 70084
Ville Platte	St. Landry	St. Landry Parish DA office, 231 S. Union St., Opelousas, LA 70570
	Allen	Allen Rural Health Clinic, 108 6th Avenue, Kinder, LA 70648
	Evangeline	North Side Civic Center, 704 N Soileau St., Ville Platte, LA 70586

**Northern Area— District Offices in the northern area are located in Alexandria, Monroe, Shreveport, Lafayette, Tallulah, Lake Charles and Natchitoches and includes the following parishes:**

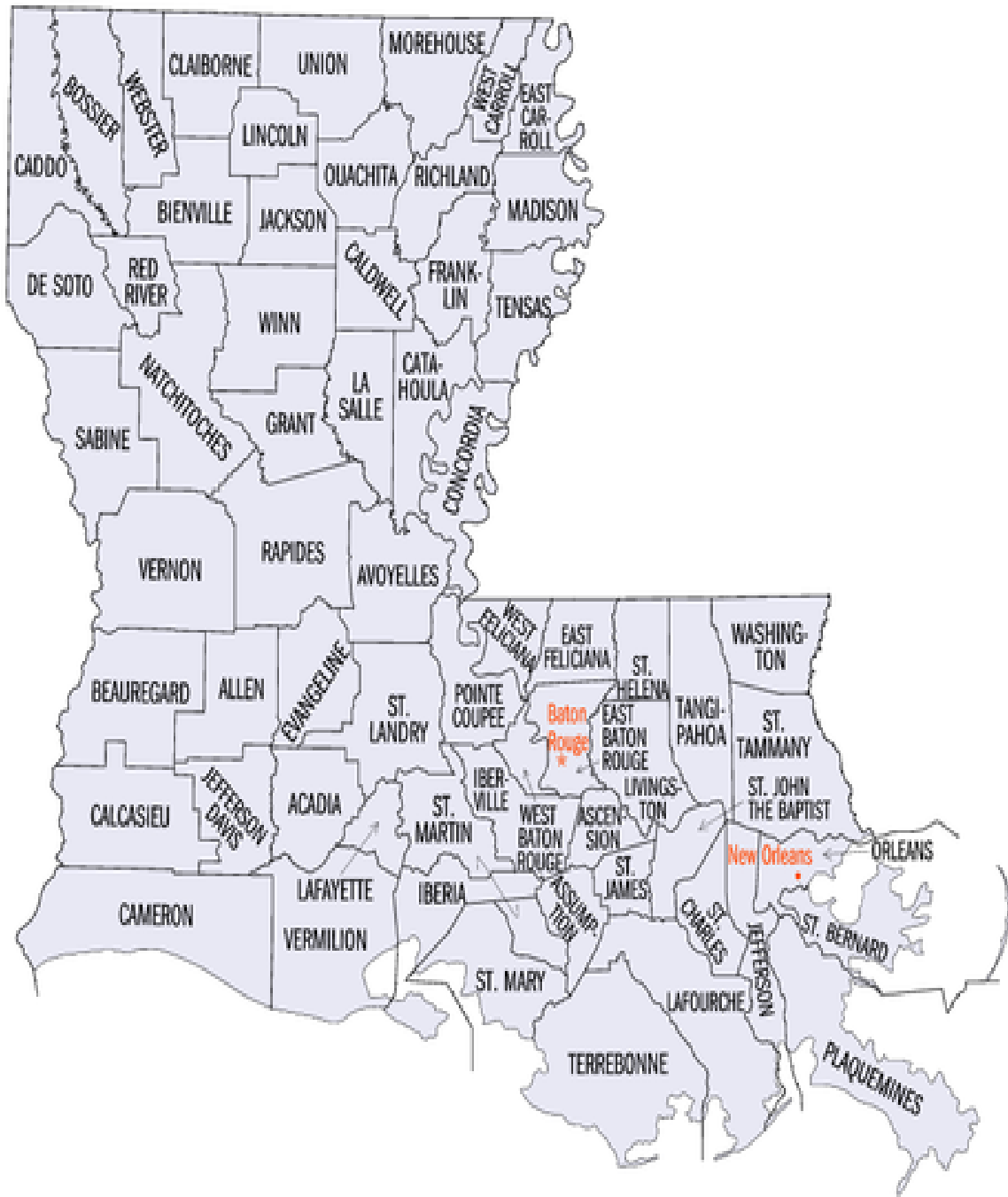
Acadia, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Claiborne, Cameron, Catahoula, Concordia, De Soto, East Carroll, Franklin, Grant, Iberia, Jackson, Jefferson Davis, Lafayette, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, St. Martin, St. Mary, Tensas, Union, Vermilion, Vernon, Webster, West Carroll, and Winn.

Collection sites dates and times varies according to local office requirements:

Office	Parish	Address
Alexandria	Avoyelles	Avoyelles Parish, 675 Government St., Marksville, LA 71351
	Catahoula	Catahoula DA office, 301 Bushley St., 3rd Floor, P.O. Box 597, Harrisonburg, La 71340
	Concordia	Concordia Parish DA office, 4001 Carter St., 1st floor, Room 7, Vidalia, LA. 71373
	Grant	Grant Parish DA office, Grant Parish Courthouse, 200 Main St., Suite/Room 203, Colfax, La 71417
	LaSalle	LaSalle Parish, 1010 Courthouse St., (Basement area), Jena, LA 71342
	Rapides	Rapides Parish, 5604A Coliseum Blvd., Alexandria, LA 71306
	Vernon	Vernon Parish DA office, 212 South 3rd St., Leesville, LA
	Winn	Winn Parish DA office, 205 W Main St., Winnfield, LA 71483
Monroe	Morehouse	Preferred Inn 1053 East Madison Room 215, Bastrop, LA 71220
	Ouachita	Monroe CSE 951 Century Blvd, Monroe, LA 71202
	Caldwell	Courthouse 201 Main Street, Suite 9, Columbia, LA 71418
	Lincoln	Lincoln ES Office 811 North Service Road, Ruston, LA 71270



	Union	Union Parish Health Unit 1002 Marion Hwy, Farmerville, LA 71241
Shreveport	Caddo & Bossier	State Building, 1525 Fairfield Ave., Shreveport, LA 71101
	Webster	Benton Courthouse, 410 Main St., Room 202, Minden, LA 71055
	Bienville	Bienville Courthouse, 100 Courthouse Drive, Arcadia, LA 71001
	Claiborne	Community Center, 621 South Main Street, Homer, LA 71040
	Jackson	Jackson Parish Hospital, 165 Beech Springs Road, Jonesboro, LA 71251
Lafayette	Lafayette	Scott Event Center, 110 Lions Club Rd., Scott, LA 70583
	Acadia	Scott Event Center, 110 Lions Club Rd., Scott, LA 70583
	Vermilion	Scott Event Center, 110 Lions Club Rd., Scott, LA 70583
	Iberia	Iberia Parish Courthouse, 300 South Iberia Street, New Iberia, LA 70560
	St. Martin	St. Martin DA's office, 415 S Main St., St. Martinville, LA 70582
	St. Mary	St. Mary Courthouse, 500 Main St., Franklin, LA 70538
Tallulah	Madison Parish	Tallulah CSE 1614 Felicia Dr. Tallulah, LA 71282
	Franklin Parish	Embers Inn 3520 Front St. Winnsboro, LA 71295
	Tensas Parish	Tensas Health Unit 1115 Levee St. St. Joseph, LA 71366
	E. Carroll Parish	E. Carroll Hosp. 336 Hood St. Lake Providence, LA 71254
	W. Carroll Parish	Thomas J. Lingo Community Center 10284 Hwy 17 S. Oak Grove, LA 71263
	Richland Parish	Super 8 Motel 116 Cottanland, Rayville, LA 71269
	Lake Charles	Calcasieu
Cameron		Lake Charles CSE office, 1417 Gadwall St., Lake Charles, LA 70615
Beauregard		Beaucare Recreation, 628 High School Drive, Deridder, LA 70634
Jefferson Davis		Days Inn, 603 Holiday Drive, Jennings, LA 70546
Natchitoches	De Soto	DA Office, 200 Adams St., Mansfield, LA 71052
	Natchitoches	DA Office, 203 St. Denis St., Natchitoches, LA 71457
	Red River	DA Office, 2010 Red Oak Road, Coushatta, LA 71019
	Sabine	DA Office, 295 South Capitol, Many, LA 71449



## **Attachment XI - BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the \_\_\_\_ of \_\_\_\_\_, 2018, by and between **Louisiana Department Children and Family Services, dba as DCFS** hereinafter referred to as "Covered Entity", and **(insert business associate name)**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### **WITNESSETH:**

**WHEREAS**, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

**WHEREAS**, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

**WHEREAS**, the American Recovery and Reinvestment Act of 2009 (Pub. L. 1115), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

**WHEREAS**, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule; and

**WHEREAS**, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities to Covered Entity; and

**THEREFORE**, in consideration of the Parties' continuing obligations under the existing agreements, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

### **I. DEFINITIONS**

Except as otherwise defined herein, any and all, capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that 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 payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## **II. CONFIDENTIALITY AND SECURITY REQUIREMENTS**

### **(a) Business Associate agrees:**

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, (2) its Data Sharing Agreement with DHS or (3) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than five (5) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410;

(v) Notice of a Breach shall include, at a minimum: (a) the identification of each individual whose Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach, (b) the date of the Breach, if known, (c) the scope of the Breach, and (d) a description of the Business Associate's response to the Breach. In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate; and

(vi) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e) (1) (ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication, which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(a) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(b) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(c) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which does not comply with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

## **V. INDEMNIFICATION AND INSURANCE**

Business Associate shall indemnify, defend and hold harmless Covered Entity and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Business Associate's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

Business Associate shall obtain no later than one (1) month from Effective Date of this Agreement and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy Rule or any applicable law or regulation concerning the privacy of a patient information and claims based on its obligations pursuant to this Section in an amount not less than \$ 1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage. A copy of such policy or certificate evidencing the policy shall be provided to Covered Entity upon written notice.

## **VI. MISCELLANEOUS**

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Louisiana. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy

Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year written above.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(insert business associate name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Louisiana Department of Children and Family Services