

Request for Proposals

Homeless Initiative

April 2010 – June 2011

***Closing Date: March 2, 2010**

An original Proposal and 5 copies must be received by 4:30 p.m. on March 2, 2010, by Pam Rosette, Temporary Assistance for Needy Families (TANF) Initiatives Program Coordinator, Department of Social Services, Office of Family Support, 627 N. Fourth Street, 5th Floor, Room 5-233-1, Baton Rouge, LA 70802

NO FAXED OR ELECTRONIC COPIES WILL BE ACCEPTED



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GOVERNOR

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Kristy H. Nichols
Secretary

NOTICE TO PROPOSERS

The Louisiana Department of Social Services, Office of Family Support (DSS/OFS), hereby solicits proposals from qualified entities to end the cycle of homelessness in Louisiana by stabilizing the families and aiding them in establishing permanent housing. DSS/OFS's goal is to help homeless families to reach their highest level of self-sufficiency and move permanently to independent living.

Request for proposals may be obtained by downloading the Request for Proposal packet from the DSS Website at <http://www.dss.louisiana.gov>. Select Service Providers from the left-hand column then Request for Proposals. Or, you may contact Pam Rosette, TANF Initiatives Program Coordinator, Office of Family Support, 627 North Fourth Street, Baton Rouge, LA 70802, Telephone (225) 342-4057; Fax: (225) 219-9399, Email: Pam.Rosette@LA.Gov.

An original completed proposal and 5 copies must be physically in the possession of the **Office of Family Support, Attention: Pam Rosette, TANF Initiatives Program Coordinator, Office of Family Support, 627 North Fourth Street, 5th Floor, Room 5-233-1, Baton Rouge, LA 70802 by 4:30 p.m. on March 2, 2010**. No proposals received after the specified date and time shall be considered. Any questions concerning the RFP must be made in writing and may be submitted by mail, fax, or email to Pam Rosette (address shown above) by 4:30 p.m. on February 18, 2010. All questions will be responded to on the website at <http://www.dss.louisiana.gov> by February 23, 2010.

This announcement does not commit the Department of Social Services/Office of Family Support to award a contract or pay any costs incurred in the preparation of proposals. It is neither a contract nor an offer to contract, but rather a request for proposals which, if accepted by the Department and approved in the manner required by law, may become the basis for a future contract. In the event of a conflict between any term or provision of the RFP and a term or provision in any proposal submitted in response, this RFP shall control. If a proposal alters or modifies any term or provision of this RFP, such changes must be clearly delineated and expressly approved by the Department of Social Services in writing before a contract is issued. A failure to comply with the provisions of this part shall render any such variant term absolutely null.

The Department of Social Services reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. A contract shall be awarded, if at all, to the proposal(s) deemed by the Department in its sole discretion to be the most advantageous to the Department and its clients based on quality of service, cost effectiveness and other considered factors. Any contract is subject to the availability of funds. No contract is final or enforceable until approved by the Department of Social Services and the Division of Administration, Office of Contractual Review. Should any protest or appeals be filed at any point in the procurement process, all activities must cease until all issues are resolved.

Kristy H Nichols
Secretary
Department of Social Services

VISIT OUR WEBSITE @<http://www.dss.louisiana.gov>

“AN EQUAL OPPORTUNITY EMPLOYER”

SCHEDULE OF EVENTS

This Request for Proposals package contains all of the information and forms necessary to complete and submit a proposal to provide communities with funding opportunities through TANF to develop innovative, strategic programming solutions suited to the unique needs of Louisiana’s families. Proposers are encouraged to review the package in detail prior to beginning to prepare the proposals.

Activity	Date
1. Requests for Proposals.....	February 15, 2010
2. Deadline to Receive Questions.....	February 18, 2010
3. Questions/Answers Posted on Website.....	February 23, 2010
4. Proposal Due Date.....	March 2, 2010
5. Proposal Review Committee Meets.....	March 8, 2010
6. Approved Recommendations Submitted to the Secretary.....	March 10, 2010
7. Successful/Unsuccessful Candidates Notified.....	March 12, 2010

The Louisiana Department of Social Services/Office of Family Support reserves the right to deviate from this schedule.

1.0 Overview of Homeless Initiative

The Department of Social Services, through this RFP, plans to promote a "Housing First" approach to ending homelessness for families within the State of Louisiana. This approach is based on two simple principles:

- The best way to end homelessness is to prevent individuals from becoming homeless and therefore move individuals and families into permanent housing as quickly as possible, and;
- Provide services to help individuals and families stay housed, link them to services and long-term supports, and prevent a recurrence.

According to the National Law Center on Homelessness and Poverty (NLCPH), the foreclosure and economic crises are significantly increasing homelessness and the number of families at risk of homelessness in cities and counties across the nation. NLCPH cites the following:

- The Executive Director of the United States Interagency Council on Homelessness has said that he is hearing of preliminary data from cities and organizations showing homelessness increases of as much as 20%.
- Reuters has reported that local and state homeless groups have seen a 61% rise in homelessness since the foreclosure crisis began in 2007.
- On March 27, 2008, CBS News reported that 38% of foreclosures involved rental properties, affecting at least 168,000 households.
- The Sarasota, Florida, *Herald Tribune* reported that, by some estimates, more than 311,000 tenants nationwide have been evicted from homes this year after lenders took over the properties.

In recent years, the numbers of homeless individuals and families have also increased in Louisiana. The issue of homelessness and poverty in the state has become more visible in the aftermath of Hurricanes Katrina and Rita. According to a report prepared by the Louisiana Advocacy for the Homeless (LACH), some 45,877 unduplicated counts of Louisiana homeless persons were assisted during the year of 2008. This included assistance for homeless families with children, single adults, unaccompanied teenagers, and elderly individuals of all races. According to the annual survey conducted by the U.S. Conference of Mayors, families with children are the fastest growing segment of the homeless population.

The Department of Social Services/Office of Family Support is requesting proposals from qualified entities to end the cycle of homelessness in Louisiana by stabilizing homeless families and aiding them in establishing permanent housing. DSS/OFS's goal is to help homeless families to reach their highest level of self-sufficiency and move permanently to independent living.

The TANF funds available for this initiative will address the following TANF goal: to provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives. A needy family consists of a minor child and a custodial parent, or caretaker relative of the minor child and is defined as a family in which any member receives a Family Independence Temporary Assistance Program (FITAP) grant, Kinship Care Subsidy Program (KCSP) grant, Food Stamp benefits, Child Care Assistance Program (CCAP) services, Title IV-E, Medicaid, Louisiana Children's Health Insurance Program (LaCHIP) benefits, Supplemental Security Income (SSI), Free or Reduced Lunch, or who has earned income at or below 200 percent of the federal poverty level.

The contract will fund the costs associated with operating service delivery for the Homeless Initiative by providing payment each month for the approved unit cost of the program or service. Funding for this initiative is provided by federal funds under the Temporary Assistance for Needy Families (TANF) block grant. In addition to submitting a budget summary and detailed

budget, Proposers must justify their unit costs by submitting calculations of all expenditures on which the unit cost is derived.

All proposals will become public record once the evaluations are completed and an award is made. Any technical data, financial information, overhead rates, or trade secrets protected from disclosure under LA R.S. 39:1490 and LAC 34:V:130, and designated as such in the proposal, shall be kept confidential as required by law. Materials submitted with the proposals become the property of Office of Family Support. The Office of Family Support has the right to use any or all ideas presented in any proposal. Selection or rejection of a proposal does not affect this right.

DSS will not furnish resources or materials to contractor(s), either during the initial stages or during contract performance itself, except as expressly provided herein.

2.0 General Information and Program Guidance

2.1 Purpose of the RFP

The purpose of the Homeless Initiative is to end the cycle of homelessness in Louisiana by stabilizing homeless families, aiding these needy families in establishing permanent housing and becoming self-sufficient. By implementing this initiative, the Department seeks to:

- reduce the number of people found on the streets from year to year;
- increase the number of people who have moved into permanent housing;
- reduce the number of individuals in homeless shelter services;
- reduce the number days individuals are homeless; and
- reduce the amount of recidivism.

The Louisiana Department of Social Services/Office of Family Support is requesting proposals from qualified organizations or state or local governments who will work with qualified non-profit organization(s) to develop and administer a Homeless Initiative program for homeless families or “at risk” homeless families. Programs solicited under this Initiative should address the TANF goal to provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives.

2.2 Eligible Proposers

Those eligible to apply are local or statewide public or quasi-public agencies, non-profit (meeting the requirements of non-profit status as determined by the IRS) and for-profit organizations. This initiative will allow organizations/agencies an opportunity to develop innovative and strategic programming solutions suited to the unique needs of Louisiana’s communities. Non-profits must be a 501(c) organization and must operate according to bylaws that define its operations and mission. Copies of the IRS determination of 501(c) status and bylaws should be included in the proposal.

Faith-based organizations may not use direct government funding to support “inherently religious” activities. They may not use any part of the funds awarded through this RFP to fund religious worship, instruction, or proselytization. Instead, organizations may use these funds only to support the non-religious social services they provide. Therefore, faith-based organizations that receive TANF funds should take steps to separate, in time or location, their inherently religious activities from the TANF-funded services they offer.

In accordance with the Louisiana Administrative Code at Title 34, Part V, §136 to make a determination of responsibility with respect to each proposer, the selected proposer must meet the following standards as they relate to this procurement.

- Have adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- Have the necessary experience, organizations, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor(s))

arrangements); if a proposer intends to use a subcontractor(s) to meet this requirement then the proposer should produce a letter from the probable subcontractor(s) stating that they are willing to provide the required services contingent upon a contract award.

- Be able to comply with the proposed or required time of delivery or performance schedule.
- Have a satisfactory record of integrity, judgment and performance. Contractor(s) who are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or evidence of compelling circumstance, be presumed to be unable to fulfill the requirement.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Organizations which are barred from receiving state or federal funds may not participate in this initiative, directly or indirectly, nor may a proposing organization utilize such ineligible organization in providing services under any contract awarded as a result of this RFP.

2.3 Required / Allowed Program Activities

Proposers should state the goals and objectives of the proposed service(s), identify a minimum number of families to serve, provide a process of outreach/recruitment including working with community-based organizations to identify families in need of services, a strategy for marketing the program, the proposer's method of verifying income eligibility for families, and a system to document and track progress towards meeting program goals and objectives and a precise statement of what the State will receive as an end-product of the services. If your proposal includes providing basic needs (i.e. shelter, food, transportation, childcare), these services cannot exceed four (4) months per family.

Contractor(s) are required to recognize the funding agency (DSS) on all outreach material. Any media releases must be coordinated with the DSS Director of Communications. The contractor(s) shall have the DSS logo on all media and published materials including but not limited to brochures, posters and training booklets that are purchased with TANF funds.

2.4 Performance Indicators

Proposers should provide monthly performance measures to be tracked in order to determine demand, utilization and program effectiveness for families served in the community where services are to be offered. Performance measures should be specific, quantifiable in numbers, and directly related to the activities of the program. A minimum of performance measures will include the following for all families served as of the start date of the contract period:

To be reported monthly :

- Number of eligible families admitted to the program within a specific month (eligibility as defined in section 1.0) by each of the following categories.
 - Number of "at risk" homeless family cases accepted. An "at risk" family is defined as "but for the prevention assistance, the family would be homeless within 14 days".
 - Number of "chronically" homeless family cases accepted. "Chronically" homeless is defined as families that have been continuously homeless for over one year.
 - Number of family cases accepted that do not meet either criteria above.
- Number of families determined to be ineligible for services within a specific month (eligibility as defined in section 1.0).
- Number of individuals admitted to the program within a specific month.
- Number of minor children admitted to the program within a specific month.
- Number of families that are actively engaged and/or participating in a program of services within a specific month.
- Number of families in emergency/transitional housing within in a specific month.

- Number of mainstream services used to assist clients within in a specific month (may include but not limited to Medicaid, Food Stamps, Child Care, SSI).
- Number of families that are not engaged and/or participating in a program of services within a specific month.
- Number of families discharged from the program upon completion of a specified program of services and has obtained permanent housing within a specific month.
- Number of families discharged from the program upon completion of a specified program of services and has not obtained permanent housing within a specific month.
- Number of families discharged from the program due to inactive participation and/or non contact with the provider within a specific month. Proposers must define their period of time for inactive participation/non contact related discharges.
- Number of families returning for services within a specific month by the following criteria:
 - Families that were not engaged and/or participating in a program of services for 3 or more months
 - Families discharged from the program during the contract period (including any extensions) with permanent housing.
 - Families discharged from the program during the contract period (including any extensions) without permanent housing.

To be reported at end of contract period (including any extensions) or by request:

- Average length of stay in emergency/transitional housing
- Average time to link to housing
- Average time to link to case management

Proposers should pay careful attention to the measures that they will be responsible for reporting on a monthly basis. Proposers should have understanding of what is being captured in the measure as well as the methodology that will be used to retrieve the data. Proposal should indicate the data collection and tracking mechanisms that will be utilized for reporting purposes.

Proposals should include year-end program participation targets for each service delivery program component. This year-end target should be a projection of monthly targets to demonstrate how the year-end goal will be met. If 80% of the monthly target for program participation as set in the contract is not achieved, a corrective action plan will be required. If the corrective action plan is inadequate, the contractor(s) is unresponsive, or if performance does not improve after corrective plan implementation, contract termination will be considered.

2.5 Reporting Requirements

The selected proposer will be required to report monthly performance data to the DSS TANF Tracking Database reporting system available on the internet at <http://www.dss.louisiana.gov>

2.6 Monitoring/Evaluation of TANF Services

All contracts awarded through this RFP must grant to the State of Louisiana, through the Department of Social Services, the Office of the Legislative Auditor, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under the contract. The contractor(s) and any subcontractor(s) must cooperate with any monitoring/evaluation site visits or requests for information from the above-mentioned entities.

2.7 Type/Period of Contract

Funding for this initiative is provided by federal funds under the TANF Block Grant Fund. Under no circumstances will the contractor(s) be reimbursed in excess of the amount specified in the proposal. Services proposed should be performed unless approved in writing by the Department and any cost overruns are solely at the expense of the contractor(s). The contract term extends from April 1, 2010, until June 30, 2011. At the end of the contract term, the Office of Family Support reserves the right to renew the contract for up to an additional 21 months, if funding is available and performance is acceptable based on reasonable and ongoing progress and satisfactory management of the project.

After an entity has been notified of its selection to receive a contract, the entity shall enter into a performance-based (i.e. unit cost) contract for the services outlined in the proposal and will provide funding to subcontractor(s), who will perform the service delivery. Contractor(s) will receive payment for services rendered according to the submitted budget.

2.8 Billing

Invoices will be paid on a unit-cost basis with the submittal of verification and documentation for all expenses mandated by the Department of Social Services and state and federal regulations. Billing for expenses must conform to practices and procedures set forth in the Louisiana Procurement Code (LA R. S. 39, chapter 17).

3.0 Narrative

The following sections are required elements of the proposal. **Proposals that do not contain these elements shall not be considered.** Applicants must provide responses in writing for each of the following sections or criteria. Review these directions carefully and the points affixed to each scoring element.

3.1 Abstract

Give an overview or summary of your proposal, **a maximum of one page** that tells who you are, what population you will serve, how many you will serve, what services your organization will provide, amount of funds you are requesting and how will you measure outcomes.

3.2 Narrative

A. Program Description

Proposer should state the goals and objectives of the proposed service(s), identify a minimum number of individuals to serve, provide a process of outreach/recruitment including working with community-based organizations to identify homeless families, a strategy for marketing the program, the method of verifying income eligibility for families, and a system to document and track progress towards meeting program goals and objectives and a precise statement of the outcomes of the services, as outlined in Section 2.4.

Additionally, the narrative should:

- Describe the program and how it will meet the goal of this RFP;
- Identify the short term/long-term goals and measurable objectives of the program;
- Describe in detail the system of care for families including length of stay;
- Describe the eligibility/intake process;
- Describe the method used to track/monitor how program will meet objectives;
- Include copies of measurement tools used to show progress towards moving families to permanent/independent living;
- Describe how the individual needs of mother and/or father and children will be assessed and what services will be provided to help the family rebuild;
- Demonstrate how families will be accountable/responsible to the program;
- Include guidelines and policies that families must adhere to for the program;
- Describe what successful completion of program looks like for a family.

B. Budget and Cost Effectiveness

Provide a budget narrative and cost allocation plan, if applicable, detailing:

- proposed cost components
- extent to which cost is proportional to established need and client service
- financial stability excluding TANF funding
- explanation on how the unit cost was derived

C. Proposer Qualifications

Provide a narrative description of the proposer's qualifications and recent experience with serving homeless populations. Proposers should demonstrate an understanding of TANF goals and guidelines, particularly as they relate to homelessness and document a demonstrated collaboration or partnership with community resources serving homeless populations.

The narrative should contain information regarding:

- The organization's capacity to plan and implement a sound program within the contract timeframe.
- The organization's experience both in service delivery and in working with low-income populations in this area within the past three years.
- If the organization was previously awarded a TANF- funded contract, provide an overview of the results.
- The name and contact information for two references who can attest to the organization's ability to perform the services outlined in the RFP (**excluding DSS personnel**).
- Give specific examples of how the organization has performed similar services, etc. What impact and outcomes have been documented?
- Description of how the organization will document success.
- Description of the facilities, equipment, community partnerships or other relevant information.
- The organization must have systems of accountability to the community it serves, including a community-based Board of Directors. Include the names, affiliations, addresses and telephone numbers of Directors in the proposal.
- Governmental entities are exempted from including Board of Directors information in the proposal.

The selected contractor(s) should have sound business management capability. The contractor(s) must also have adequate liability insurance and adopt referral procedures that limit liability risks. The selected Contractor(s) are required to have a minimum of \$1,000,000.00 in insurance coverage.

3.3 Additional Requirements

A. **In conjunction with other requirements outlined, the following additional requirements are to be made a part of any proposal submitted.** Proposers should include written policies as to how their organization will address personnel-related issues. These policies should be aimed toward both personnel and the program participants. The policies must include guidance on how the following issues will be addressed; however, proposers are not required to limit their policies to the following topics.

1. Proposers must have written policies regarding substance abuse. The policy should cover staff and participants. The policy should reflect how participant referrals are made to the appropriate agency and how each proposer will work with that agency to ensure that appropriate services are provided.
2. Proposers must have a written policy regarding child abuse reporting requirements. The policy should cover staff and participants. The policy should reflect how participant referrals are made to the appropriate agency and how each proposer will work with that agency to ensure that appropriate services are provided.
3. Proposers must have written policies regarding domestic violence. The policy should cover staff and participants. The policy should reflect how participant referrals are made to the appropriate agency and how each contractor(s) will work with that agency to ensure that appropriate services are provided.

B. Proposers 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 [R.S. 15:587.1](#)

Note: The costs for background checks should be included when developing the unit cost.

C. Collaborative Details

Describe the relationship of the proposer’s organization to the community at large. Describe the proposer’s ability to form successful partnerships with all agencies, organizations and personnel, including plans for public-private partnership in accomplishing the goals of this RFP.

4.0 Proposal Evaluation and Selection

4.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Department of Social Services, who will choose the proposal(s) with the highest number of points (using a 100 point scale) based upon the evaluation criteria below.

4.2 Administrative and Mandatory Screening

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

4.3 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation of each proposal will be conducted by a team according to the following criteria:

Criteria	Maximum Score
1. Methodology and Quality of Program Design	30
2. Experience and Capacity of Organization	20
3. Budget and Cost Effectiveness	20
4. Service Delivery Area	20
5. Personnel	10
Total Score	100

Methodology and Quality of Program Design (30 points)

Describe the program and what it will do to meet the goal of this RFP. Identify the short term/long-term goals and measurable objectives of the program. Describe in detail the system of care for families including length of stay. Describe eligibility/intake process. Describe method to track/monitor how program will meet objectives. Include copies of measurement tools used to show progress towards moving families to permanent/independent living. Include how the individual needs of mother and/or father and children will be assessed and what services will be provided to help the family rebuild. Demonstrate how families will be accountable/responsible to the program. Include guidelines and policies that families must adhere to for the program. Describe what successful completion of program looks like for a family.

Experience and Capacity of Organization (20 points)

Provide history of the organization’s experience in providing homeless services. Background information should include: type of shelter and services, physical address, detailed description of the physical facility. Summarize both program and administrative capacity of the proposer. How will proposer collaborate with other organizations? Include list of organizations and specific services the organization will provide to the program. Provide letters of agreement with

any organization providing direct service to project. Detail all efforts of the proposer to alleviate homelessness. Include evidence of any past successes. How does this project complement existing services to the homeless in the area and impact unmet needs of the homeless population.

Budget and Cost Effectiveness (20 points)

Provide an itemized budget, budget narrative and cost allocation plan, if applicable, detailing:

- proposed cost components
- extent to which cost is proportional to established need and client service
- financial stability demonstrated by providing a recent 12-month period financial statement, excluding TANF funding
- explanation on how the unit cost was derived

Service Delivery Area (20 points)

Provide a needs assessment. Identify and describe service targeted high-risk areas (parish, multi-parish, regional). Describe the general characteristics of the homeless population in the designated area. Estimate or provide evidence of the number of homeless individuals in need of assistance and estimate the number to be served by this project.

Personnel (10 points)

Demonstrate ability to attract and retain excellent staff with a background appropriate to the services offered. A project director must be appointed by the Contractor(s) for each proposed project, and a full resume, detailing the director's qualifications and experience, should be included in the proposal. Neither the proposer's project director nor any of the proposer's key personnel may be removed or replaced without written permission of the Agency. Provide complete resumes of key personnel as well as program staff for the delivery of services. If staff is not currently employed with your organization, provide detailed job descriptions which must include qualification requirements for the positions.

5.0 Instructions for Completing the Budget and Billing Method

5.1 Budget and Budget Narrative

The budget must be completed using the attached budget form. Budget items should be itemized according to administrative and direct costs. Categories are listed below. Also, please be sure to report the expenditure appropriate column (i.e. Program Operation vs. Administration Cost). The grand total must reflect the total budget requested. The Budget Narrative should be completed on a separate sheet of paper titled "Budget Narrative". Please note the 10% cap on administrative cost. The Budget Narrative should detail all Budget Line Items under each Expenditure Category. For example, the Salaries Category should outline each salaried position including title and monthly or hourly salary. Also, include the methodology used to calculate the unit cost. **The Unit Cost Methodology should be completed on a separate sheet of paper titled "Unit Cost Methodology".**

Provide the description of the expenditure that corresponds to the class of expenditure: for example, salaries, benefits, and supplies.

Salaries - On the Budget Detail Form, provide the detail of the total amount of salaries, wages, participant incentive payments, sabbaticals, etc., to be paid to program personnel.

Provide length of employment, number of months (weeks, hours) to be paid, and amount per month (week, hour). For new positions, list the names and/or titles of employees; give a brief job description of each. (Salaries should be in line with those in similar positions within the community). Be sure to only include the salaries as they relate to the proposed service (an executive director may also have responsibilities in other

program areas, only the time spent on proposed service is allowable). Please indicate administrative or direct nature of salary.

Employee Benefits - Show the total amount of appropriate employee benefits for program personnel.

Purchased Professional and Technical Services - Provide a breakdown of services to be rendered, all related expenses covered by the contract, the number of days or hours, and the rate per hour or day. Includes banking services, data processing.

Purchased Property Services - Show rentals, repairs, lease and maintenance.

Other Purchased Services - Items such as postage, telephone, printing, transportation, field trips, lodging, etc.

Supplies - Instructional materials, other materials related to program service.

Other - Expenditure items that do not apply to the above mentioned.

5.2 Billing Methods

All services must be billed as unit-cost, they are contracted services. Contractor(s) will receive payment for services rendered according to the submitted budget. Contractor(s) should develop a unit cost approach in their budget.

- **Programmatic Functions:**

Direct costs associated with providing services such as assessment, case management, evaluation and audit service functions, salaries and indirect costs associated with performing service functions, supplies, equipment, and travel related to the performing of service functions, technology/management information systems not related to administrative functions.

- **Administrative Functions:**

Administration and coordination of program, salaries and indirect cost associated with performing administrative functions, program monitoring, activities related to eligibility determination, supplies, equipment, and travel related to the administration of the program.

All travel expenses must be in accordance with the [Louisiana State Travel Regulations](#).

- **Non-Allowable Expenses:**

Donations and gifts including cash, property, and services are not allowable. Cost of entertainment, including amusement, diversion, and social activities and any cost directly associated with such activities (such as tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities) are also not allowable.

If any cost items are proposed that are different from those in the mandatory "budget summary" form (provided on page 16); DSS Contract Services and Contract Review personnel will determine which items will be allowed and which will not be allowed. DSS will communicate this information to selected proposers during the contract negotiation period prior to the execution of a contract.

**Application Checklist
Homeless Initiative Proposal**

Hand deliver or mail to be received by 4:30 p.m. on March 2, 2010, to:

**Department of Social Services
Office of Family Support
Pam Rosette
627 N. Fourth Street, 5th Floor, Room 5-233-1
Baton Rouge LA 70802**

**NO FAXED COPIES WILL BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL**

**CHECKLIST OF REQUESTED SECTIONS
Without the following, your proposal shall be rejected.**

PLEASE INCLUDE CHECK LIST WITH YOUR PROPOSAL THAT INDICATES YOU HAVE INCLUDED ALL ELEMENTS

<input type="checkbox"/>	Original and 5 copies (including completed set of attachments)
	PROPOSERS SHOULD ASSEMBLE THE PROPOSALS IN THE FOLLOWING ORDER:
<input type="checkbox"/>	Signed Cover (See attached form page 14)
<input type="checkbox"/>	Table of Contents (Proposal should be page numbered)
<input type="checkbox"/>	1-page Abstract (includes projects' intent and methodology outline)
<input type="checkbox"/>	Narrative Section (Should follow the order as listed in Section 3.0 - Narrative)
<input type="checkbox"/>	Budget Summary Form (See attached form page 16)
<input type="checkbox"/>	Budget Narrative (Completed on a separate page titled "Budget Narrative.")
<input type="checkbox"/>	Unit Cost Methodology (Completed on a separate page titled "Unit Cost Methodology.")
<input type="checkbox"/>	Needs Assessment
<input type="checkbox"/>	Signed Board Resolution for State Contract Providers (See attached form page 15)
<input type="checkbox"/>	Resumes and position descriptions for staff
<input type="checkbox"/>	Names, affiliations, addresses and telephone numbers of members of the community-based Board of Directors.
<input type="checkbox"/>	Copy of most recent audit (If your organization is not required to submit an audit, or your agency has not performed an audit, please submit an explanation to this effect.)
<input type="checkbox"/>	Financial statement (Financial statement should be clearly labeled and should cover the latest annual fiscal year of the proposer (organization) or the latest 12-month period.)
<input type="checkbox"/>	IRS 501 © status (See page 5, Section 2.2 - Eligible Proposers)
<input type="checkbox"/>	Two references and contact information (excluding DSS Personnel) (See page 9 Section 3.2 C - Proposer Qualifications)
<input type="checkbox"/>	Letters of Agreement from organizations agencies to provide services to project
<input type="checkbox"/>	Personnel-related policies, directed toward both personnel and the program participants, including but not limited to policies addressing substance abuse, child abuse and domestic violence.

Proposal Cover Page

.....

PLEASE DO NOT WRITE IN THIS SECTION.

Name of Applicant Organization _____ Federal ID Number _____

Program Name _____

City _____ State _____ Zip _____

Name of Program _____ Telephone No. _____ Fax No. _____ Email address _____

Director _____

<p><input checked="" type="checkbox"/> TYPE OF AGENCY</p> <p><input type="checkbox"/> Public Non-Profit Community-Based Organization</p> <p><input type="checkbox"/> Private Non-Profit Community-Based Organization</p> <p><input type="checkbox"/> Faith-Based Organization</p> <p><input type="checkbox"/> Public Agency</p> <p><input type="checkbox"/> Other _____</p>	<p><u>RECEIPT OF ALL OTHER STATE FUNDS:</u></p> <p>List any other programs administered by your organization for which you receive state funds:</p> <p>_____</p>	<p>TOTAL FUNDS REQUESTED:</p> <p>\$ _____</p> <p>PARISH(ES) to BE SERVED :</p> <p>_____</p> <p>PROPOSED NUMBER TO BE SERVED: _____</p>
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CERTIFICATION

I (We) hereby certify that _____ on behalf of _____
(Name of Individual) (Agency Submitting Application)
 is fully authorized, by law or by corporate resolution (attached) to submit the following Application for Funds, that the information contained herein is true and accurate to the best of my (our) knowledge and belief; and that I (we) am (are) fully authorized to submit said application on behalf of said agency.

Official Authorized to Submit Application _____	Title _____	Date _____
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<p>HAND-DELIVER PROPOSAL TO:</p> <p>Department of Social Services Office of Family Support ATTN: Pam Rosette TANF Initiatives Program Coordinator 627 N. Fourth Street, Room 5-233-1 Baton Rouge LA 70802</p>	<p>OR</p>	<p>MAIL PROPOSAL TO:</p> <p>Department of Social Services Office of Family Support ATTN: Pam Rosette TANF Initiatives Program Coordinator P. O. Box 94065 Baton Rouge, LA 70804-9065</p>
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BOARD RESOLUTION FOR STATE CONTRACT PROVIDERS

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 does hereby authorize _____ (name and title) and his/her successor in office to negotiate terms and conditions that he/she may deem advisable, contract(s) with the Louisiana Department of Social 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

Department of Social Services
2010-2011 Budget Summary

Name of Proposer: _____
 Street Address 1: _____
 Street Address 2: _____
 City, State, and Zip: _____
 Program: _____

For those proposers with multiple funding sources, a cost allocation plan should be included with this proposal. The plan should identify all funding sources and the percentage of cost that are associated with each funding source. This information is for the proposed services only, not for the entire organization. The cost allocation plan should be placed in the proposal behind the budget narrative. It should outline the shared costs of the project, what funding sources will be involved and the percentage of the funding sources involvement.

EXPENDITURE CATEGORY	ADMINISTRATIVE AMOUNT	DIRECT AMOUNT	TOTAL
SALARIES			
EMPLOYEE BENEFITS			
PURCHASED PROFESSIONAL AND TECHNICAL SERVICES			
PURCHASED PROPERTY SERVICES			
OTHER PURCHASED SERVICES			
SUPPLIES			
OTHER			
GRAND TOTAL			

DEFINITION OF ADMINISTRATIVE COSTS

Citation: 45 CFR 263.0(b)

The term administrative costs mean costs necessary for the proper administration of the TANF program or separate State programs.

(1) It excludes direct costs of providing program services.

(i) For example, it excludes costs of providing diversion benefits and services, providing program information to clients, screening and assessments, development of employability plans, work activities, post-employment services, work supports, and case management. It also excludes costs for contracts devoted entirely to such activities.

(ii) It excludes the salaries and benefits costs for staff providing program services and the direct administrative costs associated with providing the services, such as the costs for supplies, equipment, travel, postage, utilities, rental of office space and maintenance of office space.

(2) It includes costs for general administration and coordination of these programs, including contract costs and all indirect (or overhead) costs. Examples of administrative costs include:

(i) Salaries and benefits of staff performing administrative and coordination functions;

(ii) Activities related to eligibility determinations;

(iii) Preparation of program plans, budgets, and schedules;

(iv) Monitoring of programs and projects;

(v) Fraud and abuse units;

(vi) Procurement activities;

(vii) Public relations;

(viii) Services related to accounting, litigation, audits, management of property, payroll, and personnel;

(ix) Costs for the goods and services required for administration of the program such as the costs for supplies, equipment, travel, postage, utilities, and rental of office space and maintenance of office space, provided that such costs are not excluded as a direct administrative cost for providing program services under paragraph (b)(1) of this section;

(x) Travel costs incurred for official business and not excluded as a direct administrative cost for providing program services under paragraph (b)(1) of this section;

(xi) Management information systems not related to the tracking and monitoring of TANF requirements (e.g., for a personnel and payroll system for State staff); and (xii) Preparing reports and other documents.

General Terms and Conditions

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

Contract Monitor

The Contract Monitor for this contract is Name of State Assigned Contract Monitor and Title

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(s) 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(s) agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor(s) 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(s), or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Confidentiality

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

Audits, Inspection and Review of Records

Contractor(s) 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(s) 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(s) who expends \$500,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of OMB Circular A-133, Revised June 27, 2003, and Audits of States, Local Governments, and Non-Profit Organizations. 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 Section ___220 of OMB Circular A-133.
- (2) Any subrecipient contractor(s) who expends less than \$500,000 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(s) who expends less than \$500,000 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(s) 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: 134.

Contractor(s) 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)’s fiscal year. Contractor(s) 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(s) 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 Social Services, c/o Office of Management and Finance, External Audit Section, P. O. Box 3927, Baton Rouge, LA 70821. This is in addition to any other required submissions imposed on the audit entity.

Record Retention and Inspection

Contractor(s) 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(s) shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor(s) 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(s) 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)'s obligation and shall be identified under _____ (tax ID #)

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(s) 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(s) 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(s) become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor(s) 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, all records, reports, worksheets or any other materials related to this contract shall become property of the state.

Subcontracts

Contractor(s) 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(s) 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(s) of the responsibility for the performance of any subcontractor(s).

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(s), 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(s), and approved by required authority of the Department, and, if the contract exceeds \$20,000.00 the Director of the Office of Contractual Review, Division of Administration.

Set Off

In the event the Agency determines that certain costs which have been reimbursed to Contractor(s) 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(s) under this agreement for costs that are allowable.

Background Checks

Contractor(s) 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(s) 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(s), its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor(s) 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(s) 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.

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 \$20,000, the Director of the Office of Contractual Review, Division of Administration, in

accordance with R.S. 39:1502. It is the responsibility of the contractor(s) 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(s) 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(s) to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor(s) written notice specifying the Contractor(s)'s failure. If within thirty (30) days after receipt of such notice, the Contractor(s) 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(s) in default and the Contract shall terminate on the date specified in such notice. The Contractor(s) 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(s) 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(s) 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(s) shall be resolved pursuant to R.S. 39:1524-1526.

Force Majeure

The Contractor(s) of State of Louisiana shall be exempted from performance under the contract for any period that the Contractor(s) 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(s) or State of Louisiana has prudently and promptly acted to make any and all corrective steps that the Contractor(s) 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 L.R.S. 39:1498-1526; 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(s) agrees to adhere to the mandate dictated by the Copeland (Anti-Kick) Act which provides that each Contractor(s) or subgrantee 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(s) 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(s) 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(s) 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(s) 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(s) 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.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

Signature Date

Type Name of Contractor

(If corporation, type name and title of person signing contract)

STATE OF LOUISIANA
DEPARTMENT OF SOCIAL SERVICES
Kristy H. Nichols, Secretary

Ruth Johnson, Undersecretary Date

DSS Agency

Signature Date

Name and Title

Office

Appendix: B

Entire Agreement and Order of Precedence

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor(s) in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.