



# Notice of Funding Availability (NOFA)

Justice Reinvestment Initiative  
Louisiana Department of Public Safety and Corrections

<b>Funding Opportunity Title:</b>	FY25 Community Incentive Grant Program
<b>NOFA Number:</b>	2024-10
<b>Estimated Total Program Funding</b>	\$2,100,000
<b>Posted Date:</b>	October 22, 2024
<b>Closing Date for Applications</b>	December 6, 2024, 4:30 PM CT

# Table of Contents

1	FUNDING AVAILABILITY DESCRIPTION.....	3
1.1	Purpose.....	3
1.2	Background.....	3
2	AWARD INFORMATION.....	4
2.1	Funding Availability and Overview.....	4
2.2	Target Population.....	4
2.3	Program Requirements.....	4
2.4	Award Period.....	7
2.5	Definitions.....	7
3	APPLICATION AND SUBMISSION REQUIREMENTS.....	9
3.1	Eligibility and Qualifications for Applicant.....	9
3.2	Schedule of Events.....	11
3.3	Application Clarifications Prior to Submission.....	11
3.4	Application Submission.....	12
4	PROGRAM DESCRIPTION.....	13
4.1	Scope of Services.....	13
4.2	Deliverables.....	13
4.3	Project Requirements.....	14
4.4	Performance Measures.....	14
4.5	Performance Standards.....	14
5	APPLICATION REVIEW AND AWARD DECISION.....	15
5.1	Application Review.....	15
5.2	Evaluation Process.....	15
5.3	Award Decision.....	16
5.4	Grant Agreement Requirements.....	17
5.5	Payment Terms.....	18
6	ADMINISTRATIVE INFORMATION.....	19
6.1	Civil Rights Compliance.....	19
6.2	Application Rejection/NOFA Cancellation.....	19
6.3	Termination of Grant Agreement.....	19
6.4	Confidential Information, Trade Secrets, and Proprietary Information.....	20
6.5	Right to Prohibit Award.....	20
6.6	Ownership to Application.....	20
6.7	Entire Agreement/Order of Precedence.....	20
	APPENDIX A: SAMPLE AGREEMENT.....	22
	APPENDIX B: VETERAN AND HUDSON INITIATIVE PROGRAMS PARTICIPATION.....	38
	APPENDIX C: COLLABORATIVE CASE MANAGEMENT AND SUPERVISION.....	40
	APPENDIX D: PERFORMANCE MEASURES EXAMPLES.....	41

# 1 Funding Availability Description

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## 1.1 Purpose

The Department of Public Safety & Corrections, Corrections Services (DPS&C or Department) issues the following Notice Of Funding Availability (NOFA) with the purpose of obtaining competitive applications from qualified community organizations who are interested in enhancing, expanding and/or increasing coordination of reentry services and community supports with the goal of expanding prison alternatives, and reducing prison admission and/or recidivism. Applications should address any unmet need(s) identified through a data driven process such as a gap analysis in the parish to which funding is being sought.

As a part of the Justice Reinvestment Legislation of 2017, a portion of the savings attributable to criminal justice reform have been allocated to the DPS&C to award incentive grants to organizations that can deliver programs and policies that will achieve the aforementioned goals in the following parishes: Caddo, East Baton Rouge, Jefferson, Orleans, and St. Tammany. Community organizations—including parishes and nonprofit community partner organizations are invited to apply.

## 1.2 Background

### [About Justice Reinvestment \(JRI\)](#)

In response to high incarceration and recidivism rates, the State Legislature created the Louisiana Justice Reinvestment Task Force (Task Force) in 2015 to examine the state's criminal justice system and develop recommendations that would improve public safety and reduce spending. In March 2017, the Task Force presented Governor Edwards and the Legislature with 21 recommendations, which became the basis of a package of 10 bills, signed into law in June 2017.

With this ambitious package, Louisiana is projected to safely reduce the state's prison population by 10%, reduce community supervision population by 12%, and save a projected \$262 million over the next decade. Additionally, 70% of the total savings will be reinvested into programs and policies proven to reduce recidivism and support victims of crime. Reinvestment money will be divided into four categories, one of which is incentive grants to parishes, and nonprofit community partner organizations to expand evidence-based prison alternatives and reduce prison admissions. The DPS&C is responsible for administering these grants to qualifying organizations.

### **About the Louisiana Prisoner Reentry Initiative (LA-PRI)**

The Louisiana Prisoner Reentry Initiative (LA-PRI) was created in response to Louisiana's high recidivism rate, with the goal of cutting the states' recidivism rate by 50% for higher risk returning citizens, hereinafter referred to as "participants".

LA-PRI has six objectives:

1. Provide a collaborative process to gain support with the state's justice leaders, business leaders, local and state government officials, community service providers, justice and victim advocates, families of the incarcerated, and law enforcement;
2. Provide process and experimental research evaluations to show impact;
3. Work with communities to demonstrate reduced recidivism through improved case planning and case management, built on actuarial risk/need assessment, good data, enhanced human service delivery, and comprehensive planning;
4. Create transitional and permanent jobs by working with Louisiana's business community;
5. Encourage and support affordable housing opportunities, linked to employment; and
6. Create/Revise DPS&C policies and procedures in order to ensure sustainability.

The LA-PRI encourages recidivism reduction strategies driven by the risk and needs of those returning from a time of incarceration. Therefore, the program aims to provide returning citizens with supervision and services to manage and reduce their risk of returning to crime, and address their needs – especially for sustainable employment, affordable housing, and addressing substance abuse.

## 2 Award Information

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### 2.1 Funding Availability and Overview

It is anticipated the amount of savings available for disbursement will be \$2,100,000.

In support of JRI and LA-PRI, DPS&C is soliciting applications for innovative support programs and/or services that meet one or both of the following goals for the target population:

1. Reduce returns to prison by improving and expanding community reentry resources such as: employment and employment readiness, transportation, behavioral health care (mental health and substance use treatment), family reunification, education and/or vocational training, mentoring and peer support, and other wraparound services; and
2. Improve community coordination of reentry resources: such as providing services to access existing direct services or programs or developing a comprehensive community strategy for collaboration among multiple entities (government, non-profit, private, community group, public organizations, etc.) to enhance continuity of services provided.

Applicants should address the above goals, offering a continuum of services tailored to the participants' needs.

### 2.2 Target Population

The target population shall be those individuals who meet the following criteria:

- High/moderate risk for recidivism and/or high need at the time of incarceration and in accordance with the Targeted Interventions to Greater Enhance Re-entry (TIGER);
- Serving a hard labor (felony) sentence under the custody of DPS&C, and are within six (6) months of their release date from incarceration or on parole supervision and are within six (6) months of their release date.

### 2.3 Program Requirements

Submissions shall include the following:

- Comprehensive Case Management- Case Management should include at minimum the following:
  - To develop and provide individualized case plans that will address the participant's specific needs.
    - The case plan should consider and be consistent with the DPS&C Reentry Accountability Plan (REAP) created for the participant (i.e. if the Reentry facility has noted in the REAP that an individual is in need of substance abuse treatment post-release, this information shall be also included in their individualized case plan.)
    - The case plan should include input from the participant and their understanding of what the plan expects of them
    - Case plans shall include tangible benchmarks and goals that lend to the success of the participant (i.e. finding employment earning a livable wage in desired trade or field, appropriate life skills education, etc)

- Actively engage with the participant to update and/or modify the case plan to insure reasonable progress is being made to address barriers and/or behaviors that are impeding progress at least once a month (pre-release and post release).
- Networking with other community organizations to provide key wraparound services needed by the participant in order to meet case plan objectives and improve reentry success. This may include, but is not limited to, accessing employment and employment readiness programs, transportation, behavioral health care (mental health and substance use treatment), family reunification, education and/or vocational training, mentoring and peer support opportunities.
- Monthly contact by phone or email with supervising officer and/or the P&P Reentry Program Manager to discuss progress, or lack thereof, by the participant in meeting plan objectives as well as any other information about the participant the officer may need to know to more effectively supervise and assist the participant.

See Appendix C: PS-C-1 Attachment F: Collaborative Case Management and Supervision for reference and additional information.

- Participant Financial Assistance- To use in conjunction with comprehensive case management, provide financial assistance to participants in order to aid in a successful reentry experience. Examples include but are not limited to:
  - Transportation (bus passes, taxi/ride sharing service to essential appointments such as doctor visits, P&P office, court, etc);
  - Transitional employment
  - Purchase uniforms or other clothing needed;
  - Deposit/rental payments for housing;
  - Purchase of food (while awaiting government food benefits);
  - State identification cards, birth certificates;
  - Transportation Worker Identification Credential (TWIC) application fees

Please note: all participant financial assistance shall be reimbursed on an “as needed” basis. No pre-purchases of items intended for individualized use are allowed (for example: buying clothing of various sizes at one time). Purchases of gift cards are not allowed.

An applicant can extend services provided to parishes adjacent to the eligible parish, provided the expansion of services are cost effective, there’s a documented need and funding is available (i.e. providing services in West Baton Rouge Parish). DPS&C will make the final determination of providing additional services to adjacent parishes at the time of award.

### **2.3.1 Total Funding Allocation and Maximum Number of Participants**

Total funding allocation shall not exceed \$3,500 for each individual served and the number of clients shall not exceed 100 participants who successfully complete the program per parish applied for.

- Case management component- Up to \$2,500 per active participant
- Participant Financial Assistance – No minimum or maximum cost per enrolled participant<sup>1</sup> and not to exceed the total combined cost per participant of \$3,500 (inclusive of the up to \$2,500 per active participant case management component).

Please note that the cost per participant amount includes any administrative fee percentage request.

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<sup>1</sup> See Participant definition in Section 2.5.

### **2.3.2 Allowable Uses**

It is fully intended and expected that the majority the grant funds awarded are to be used in the direct services/programs for participants.

Allowable uses of funding include:

- Personnel/Fringe benefits for employees who serve in a case manager, job specialist or housing specialist capacity.
- Travel reimbursement: The State will only reimburse up to 99 miles per round trip or in-state vehicle rental per the State Travel Regulations (PPM 49), whichever is more cost-effective to the State. No other travel costs are allowed from this contract.
- Pre-approved conference and training registration fees related to the execution of the contract.
- Participant Financial Assistance as noted in Section 2.3.

DPS&C shall limit the administrative fee allowed up to 25% of the requested amount. Allowable administrative fee uses include reimbursement for the following:

- Personnel/Fringe of employees essential to the contract administration that do not have direct participant contact.
- Employee phone/hot spots
- Zoom subscriptions
- Office Supplies
- Telephone
- Rent/Utilities/Internet service
- Required insurance if awarded funded

All other administrative-type expenses can be requested for approval if the applicant provides written justification for such expenses at the time of the application.

### **2.3.3 Unallowable Uses**

Unallowable uses of contract awards include:

- Purchasing of vehicles
- Payment of Probation and Parole Fees
- Gift cards
- Food and beverage for trainings/meetings
- Client stipends or monetary incentive (including gift cards)
- No additional direct or indirect cost percentage
- Expenses for consultation or consultants for evaluating or auditing the applicant's CIG program.

### **2.3.4 Use of Leverage Funding**

This NOFA does not require leverage funding. However, applications with a blended funding stream to expand reach and sustainability of services (i.e. multiple sources of financial support) will be strongly considered. Any modification or loss of leverage sources post-award shall not negate the responsibility to provide services as specified in the awarded contract.

### **2.3.5 Funding Overlap Notice:**

DPS&C reinvestment grant funds may not be used for any item or service to the extent that payment can reasonably be expected to be made by another funding source.

Using DPS&C reinvestment grant funds to pay for services that could be paid for by another funding source may be permissible if justification can be provided to the funder that documents why the provider (including pharmacy) network is inadequate or unable to meet the needs of the member.

DPS&C reinvestment grant funds may be used to cover any medically necessary services for which the Centers for Medicare and Medicaid Services (CMS), including Louisiana’s Medicaid program, Healthy Louisiana, do not cover or only partially cover. Grantees with proposed activities that are related to linkage to and retention in medically necessary services are asked to coordinate services with appropriate program and clinical providers in order to eliminate duplication of services. Grantees will be responsible for screening clients for eligibility for other payer sources for at least every six months. In the event that a grantee is eligible for Medicaid or Medicare reimbursements, it is expected that payment using grant funds for services received during a person’s retroactive coverage and the date of their enrollment in Medicaid or Medicare will need to be reimbursed back to the grant funds. Grant funds may not be used to circumvent or undermine any standards of care, policies, or procedures outlined by CMS, the Louisiana Department of Health, or any other payer source. The processes for obtaining prior authorizations or approvals for services, as required by the aforementioned payer sources, including those for pharmacy benefits, must be adhered to. The grant funds may not be used for any unapproved or off-label services or items.

## 2.4 Award Period

The term of any grant agreement resulting from this NOFA shall begin on or about March 1, 2025 and is anticipated to end on February 29, 2028. The State shall have the right to grant agreement for up to thirty-six (36) months with the concurrence of the Applicant and all appropriate approvals.

## 2.5 Definitions

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 grant agreement resulting from this solicitation.
Applicant	A firm or individual who responds to this NOFA, and who will hold contracting responsibilities and liabilities if award is granted.
Community Organization	Parish governments and nonprofit community partner organizations: community partner organizations are those nonprofit organizations that have a history of serving those involved in post-conviction and/or post-incarceration supervision.
Consortium	An agreement, combination, or group (as of companies) formed to undertake an enterprise beyond the resources of any one member.
Contract	Also known as grant agreement.
Contractor	The grantee having a contract with a governmental body; the Applicant.
Discussions	For the purposes of this NOFA, a formal, structured means of conducting written or oral communications/presentations with responsible applicants who submit applications in response to this NOFA.
DOA	Division of Administration
DPS&C	Department of Public Safety and Corrections
Fiscal Agent	A person or organization serving as another’s financial agent.
Grantee	<i>See Definition for “Contractor”</i>
High Need	Individuals who score High Need on a validated risk/need/responsivity instrument recognized by the DPS&C.

High Risk	Individuals who score High Risk on a validated risk/need/responsivity instrument recognized by the DPS&C.
Joint Venture	A formal cooperative entered into by two or more entities for the purpose of a specific project or other business activity. It is considered a single legal entity with all parties having the same legal responsibility as if they were members of one organization.
JRI	Justice Reinvestment Initiative
Justice Involved Individuals	People who have been previously convicted and/or arrested for a crime and currently involved with the criminal justice system in Louisiana.
LA-PRI	Louisiana Prison Reentry Initiative
Leverage	Funding used in conjunction with the CIG contract and identified as an additional resource within the budget section of contract. The two types of leverage allowed are Cash or In-Kind:  Cash- a specific dollar amount allocated for the purpose of added financial contribution to the CIG Contract.  In-Kind- non-cash contribution, such as employee hours or value of Organization’s resources (space at physical location), and not billed for on the CIG contract.
Low Need	Individuals who score Low Need on a validated risk/need/responsivity instrument recognized by the DPS&C.
Low Risk	Individuals who score Low Risk on a validated risk/need/responsivity instrument recognized by the DPS&C.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Moderate Need	Individuals who score Moderate Need on a validated risk/need/responsivity instrument recognized by the DPS&C.
Moderate Risk	Individuals who score Moderate Risk on a validated risk/need/responsivity instrument recognized by the DPS&C.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Participant	A person who is enrolled in a CIG Program awarded to the Contractor. Participants will have one of the following statuses: <ul style="list-style-type: none"> <li>• Enrolled (Pre-release)- The participant is currently incarcerated and the case manager is working on initial case planning.</li> <li>• Active (Post-release) - The participant engaged on a monthly basis and working towards tangible benchmarks and goals set forth by the case manager. In turn, the case manager is working with said participant “actively” during this time.</li> <li>• Completed (Successful) - The participant has completed all tangible benchmarks and goals set forth by the case manager.</li> <li>• Terminated (Unsuccessful) - The participant did not complete benchmarks and did not remain actively engaged with the case manager.</li> </ul>



Reimburse	To make repayment for expenses incurred.
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana (Department of Public Safety and Corrections)
Sub-contractor	Any organization who is not the Applicant that receives funding from the contract entered into by the applicant.
Wrap Around Services	A comprehensive set of resources or services promoting successful reentry that includes a collaborative assessment and plan to address the participant’s needs and barriers to successful reentry.

### 3 Application and Submission Requirements

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#### 3.1 Eligibility and Qualifications for Applicant

Eligible applicants are limited to community organizations who are interested in enhancing, expanding, and/or increasing coordination of reentry services and community supports with the goal of expanding prison alternatives and reducing prison admission and/or recidivism.

Community organizations including nonprofit and local governmental entities are all encouraged to apply; for-profit organizations or corporations are ineligible. Collaboration of organizations with complementary skills and experience can apply collectively, **but applications must clearly identify one applicant** who will serve as the Grantee/Contractor that will hold all contract responsibilities and liabilities. Grantee must also clearly distinguish which partnerships represented in the application are subcontracts and which are non-financial collaborations. Applicants who wish to apply as a joint venture must be legally formed as defined by the Louisiana Department of Revenue (LDR).

If the application is a parish-wide collaborative effort among several sub-contractors a comprehensive plan can be included with application submission as an attachment for the purpose of illustrating results from a community assessment conducted and its subsequent results.

Applicants should also have the staff, relationships, and resources necessary to implement their proposed services or should demonstrate the ability to acquire and develop them in a timely manner upon being funded for an award through this NOFA.

It is desirable that applicants meet or exceed the following qualifications prior to deadline for receipt of applications. The Applicant should give a brief description of their organization (or collaboration) and address the following:

- Professional background, memberships or affiliations with any criminal justice reentry initiative.
- Years of relevant experience serving the target population and/or providing the services proposed in response to this NOFA.
- Years of hands-on experience advising state agencies or other governmental entities in implementing similar goals and objectives as identified in this NOFA.
- Description of analysis, collections, and reporting of data for participants enrolled in services managed by Applicant.

Although not mandatory, it is highly desirable that applicants meet the following additional qualifications:

- Be located in or have a project manager positioned within the parish providing services.

- Provide evidence of successful implementation of program and/or service that has made a substantial impact within the community. Support documentation should include evidence-based performance measures and statistical data confirming success.

### **3.1.1 Code of Ethics**

Applicants 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.

### **3.1.2 Determination of Responsibility**

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

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
  - Is able to incur all expenses related to the execution of a contract agreement and to be reimbursed the following month for services performed. This shall include payment for subcontractors' expenses prior to submitting an invoice for reimbursement.
  - If determined to be in the best interest of the State, payments may be made to the Applicant for professional, personal, consulting, and social services contracts in advance of services being performed if certain conditions are met, in accordance with RS: 39.1613. Conditions include, but are not limited to, that the requester is a nonprofit, that an advance is necessary to provide services at the lowest total cost, and there is no other cost-effective source of such advance funding. All requests for funding must be submitted with the application and will be considered during the evaluation and/or contract phase.
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- The Applicant must ensure that its application contains sufficient information for DPS&C to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **3.1.3 Use of Sub-Contractors**

The State shall have a single Grantee (Contractor) as the result of any contract negotiation, and that Grantee shall be responsible for all deliverables specified in the NOFA and the application. This general requirement notwithstanding, Applicants may enter into sub-contract arrangements, however, shall acknowledge in their application total responsibility for the entire contract.

If the Applicant intends to subcontract for portions of the work, the Applicant shall identify any sub-contract relationships and include specific designations of the tasks to be performed by the sub-contract. If awarded, it is the contractor's responsibility to ensure that the subcontractors are in compliance with the contract responsibilities and liabilities. The Grantee shall be the single point of contact for all sub-contract work.

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

### 3.2 Schedule of Events

Event	Date
Publish Notice for Funding Availability	Tues. October 22, 2024
Deadline for Written Inquiries	Thur. October 31, 2024, 4:30 PM CT
Responses to Written Inquiries will be posted no later than	Fri. November 8, 2024
Deadline for receipt of application	Fri. December 6, 2024, 4:30 PM CT
Notice of Intent to award announcement on or about	Mon. January 13, 2025
Contract execution, on or about	Sat. March 1, 2025

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Application Submission Deadline will be formalized by the issuance of an addendum to the NOFA.**

The State reserves the right to change the schedule of events or revise any part of the NOFA by issuing an addendum to the NOFA at any time. Addenda, if any, will be posted on DPS&C's website (<https://doc.louisiana.gov/about-the-dpsc/justice-reform/criminal-justice-reform-initiative-jri-community-investments/>).

### 3.3 Application Clarifications Prior to Submission

#### 3.3.1 Applicant Inquiries

Written questions regarding NOFA requirements or Scope of Services must be submitted to the Procurement Director listed below.

Tammy Grant, CPPB, Procurement Director, Department of Public Safety and Corrections, [Tammy.Grant@la.gov](mailto:Tammy.Grant@la.gov)

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

Official responses to all questions submitted by potential applicants will be posted by the date specified in the Schedule of Events on the DPS&C website (<https://doc.louisiana.gov/about-the-dpsc/justice-reform/criminal-justice-reform-initiative-jri-community-investments/>)

Only Tammy Grant or her designee has the authority to respond to the applicant's questions officially on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Inquiries should be formatted as follows:

- Subject: NOFA #
- Content: Submitter name, document reference, section number, section heading, page number in referenced document, and question

#### 3.3.2 Blackout Period

The blackout period is a specified period of time during a competitive sealed application review process in which any applicant, bidder, or its agent or representative, is prohibited from communicating with any state employee or applicant of the State involved in any step in the application review process about the affected application. The blackout period applies not only to state employees, but also to any

applicant of the State. “Involvement” in the application review process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of applications for a particular procurement. All solicitations for competitive sealed applications will identify a designated contact person, as per 3.1 Eligibility section of this NOFA. All communications to and from potential applicants, 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 applicant is also an incumbent applicant, the State and the incumbent applicant may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent applicant and/or its representative(s) discuss the blacked-out procurement.

Any bidder, applicant, or state applicant 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 applicant or bidder.

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

- Duly noticed site visits and/or conferences for bidders or applicants;
- 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 applications 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 NOFA.

### **3.4 Application Submission**

Community organizations who are interested in providing services requested under this NOFA must submit an application containing the mandatory information specified in the NOFA. The application must be submitted electronically via the DPS&C – JRI Grant Application Portal (Diligent Highbond) on or before the date and time specified in the Schedule of Events.

FAX, mail or e-mail submissions shall not be accepted.

#### **3.4.1 Diligent Highbond Application Submission Office Hours**

Instructions on how to submit the application using the JRI Grant Application Portal can be found in the in document entitled Community Incentive Grant Program (CIG) Application Instructions and Application.

All questions regarding Diligent Highbond (e.g. uploading documents, submitting application) can be directed to the JRI Office via email at [jri.monitoring@la.gov](mailto:jri.monitoring@la.gov) or the applicant may sign up office hours at <https://calendly.com/nicole-george2/office-hours>. JRI Office staff will be available for Office Hours on Mondays 1:30pm to 3:15pm, and Wednesdays and Fridays from 8:30am to 10:15am for technical support regarding application submission until the application deadline.

No questions regarding the interpretation of the specifics of the NOFA and applications will be answered during technical assistance hours. See section 3.3.1 Applicant Inquiries for additional information.

### **3.4.2 Withdrawal of Application**

The application may be withdrawn at any time after submission up to the date and time the application is due. To withdraw an application, a written request signed by the authorized representative of the Applicant must be submitted to the Procurement Director identified in the NOFA.

### **3.4.3 Cost of Offer Preparation**

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

## **4 Program Description**

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### **4.1 Scope of Services**

The Applicant shall perform all work required to accomplish the implementation of a program and/or service(s) that is consistent with one or more of the following goals and objectives in support of DPS&C's JRI and LA-PRI:

- Reduce returns to prison by improving and expanding community reentry.
- Improve community coordination of reentry resources: such as providing direct services or developing a comprehensive community strategy for collaboration among multiple entities to enhance continuity of services provided.

The Scope of Services will be identified in the grant agreement and based upon the Applicant submission from the approach to scope of work section.

### **4.2 Deliverables**

Applicant shall provide deliverables as detailed in the Applicant's submission from the approach to scope of work section.

Applicant shall:

1. Submit annual goals and deliverables for establishing the baseline to determine sufficient compliance.
2. Provide monthly progress report detailing activities for that month, including updates to the Performance Measurement Plan in order to track progress of achieving stated goals. Monthly progress reports shall be due no later than the 15th of the following month. The monthly progress report template must be approved by DPS&C prior to submission of reports.
3. Provide a year-end report which should include the following: summarizing monthly progress reports; detailing the benefits/successes of the program and/or service implemented; and noting any challenges during the implementation of the program.

The Year-end report shall be due no later than thirty (30) calendar days following the end of contract years 1 and 2. Year-end report for year 3 shall be due prior to payment of the final invoice received.

4. To perform tasks, services, and other related items as identified in Section 2- Statement of Work.

### **4.3 Project Requirements**

DPS&C will assign a Grant Manager to whom the selected applicant will report. Type and frequency of reporting from the selected applicant to the Grant Manager will be on an individual project basis.

1. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
2. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
3. Grantees shall submit a monthly report detailing activities for that month, including updates to the Performance Measurement Plan in order to track progress of achieving stated goals. The monthly report should reference the logic model and project timeline submitted as part of the application. This report will be used as justification for payment, therefore it should accompany the monthly invoice.
4. All Grantee records relevant to the project must be preserved for at least five (5) years after contract expiration and shall be available at all reasonable times for inspection, examination, monitoring, copying, excerpting, transcribing, and auditing DPS&C.

### **4.4 Performance Measures**

The selected applicant(s) will be measured and evaluated based on the following performance standards to be defined and agreed upon during negotiations (Examples of Performance Measures can be found in Appendix D):

- Timely delivery of reports and deliverables
- Clear and effective communication
- Consistency in contract performance
- Progress meetings or conference calls

### **4.5 Performance Standards**

The performance of this contract will be measured by DPS&C Grant Manager to evaluate the Applicant's performance against the criteria defined in the Statement of Work in the contractual agreement to be defined and agreed upon during negotiations. DPS&C will review submitted annual goals and deliverables and will monitor throughout the contract year for substantial compliance. In the event a contractor is found not to be in compliance with the contract, DPS&C may invoke Termination of the Grant Agreement for Cause (Section 6.3.1).

## 5 Application Review and Award Decision

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### 5.1 Application Review

#### 5.1.1 *Criteria*

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

#### 5.1.2 *Legibility/Clarity*

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

#### 5.1.3 *Error and Omissions in Application*

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

It shall be the responsibility of the Applicant to check the website for addenda to the NOFA.

#### 5.1.4 *Waiver of Administrative Informalities*

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

### 5.2 Evaluation Process

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

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

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

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

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

Applicant must receive a minimum score of 50 points (50%) of the total available points. **Applications not meeting the minimum score shall be rejected.**

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

<b>Criteria</b>	<b>Maximum Score</b>
<b>Organizational Overview and Capacity</b>	<b>20</b>
<ul style="list-style-type: none"> <li>• Organization(s) have the capacity, experience, qualifications and staff to make the project a success and meet the requirements of this NOFA</li> <li>• Project leader/team have the capacity, experience, and qualification to make the project a success and meet the requirements of this NOFA</li> <li>• Alignment between the organization’s mission and the project approach with JRI and LA-PRI</li> <li>• Organization has a satisfactory record of integrity, judgement, and performance based on previous contractual experience with DPS&amp;C and other contracts of similar size and scope disclosed by the applicant.</li> <li>• Organization has financial stability necessary to complete this project</li> </ul>	
<b>Program Design</b>	
<i>Quality of the proposed project</i>	<i>25</i>
<ul style="list-style-type: none"> <li>• Project addresses one or more of the three goals outlined in Section 2.1 (Overview)</li> <li>• Project clearly identifies the intended services to be provided, how delivery of those services will be implemented, and how this project will address grant goals and local community needs.</li> <li>• Project clearly states how participants will be engaged throughout the project</li> <li>• Project has a clear logic model</li> </ul>	
<i>Quality of proposed project management</i>	<i>15</i>
<ul style="list-style-type: none"> <li>• There is a plan in place for management of this project</li> <li>• Quality assurance plan in place</li> <li>• Appropriately qualified staff, or a plan to train staff so they are qualified for the project</li> <li>• Necessary resources in place, or plan to acquire necessary resources (facility, equipment, software, etc.)</li> </ul>	
<i>Quality of data collection</i>	<i>10</i>
<ul style="list-style-type: none"> <li>• Capacity to provide necessary data</li> <li>• Capacity to provide necessary documentation/reports</li> </ul>	
<b>Proposed Budget</b>	<b>20</b>
<ul style="list-style-type: none"> <li>• Requested funds are reasonable to achieve results</li> <li>• Leverages other resources (e.g. matching funds, volunteers, in-kind, etc) to expand reach and sustainability of services</li> <li>• If the project’s success is dependent on other partners, the commitments from these other players is clear</li> <li>• Advance payment is not needed</li> </ul>	
<b>Louisiana Veteran and/or Hudson Initiative (Appendix B)</b>	<b>10</b>
<b>Total Points</b>	<b>100</b>

**5.3 Award Decision**



### **5.3.1 Intent to Award**

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

The DPS&C reserves the right to award to one applicant offering services to any or all parishes listed in this NOFA, to one Official Applicant representing several sub-grantees as part of a collaborative application, or to individual applicants by parish, whichever is in the best interest of the State.

The Applicant may represent several sub-contractors as part of a collaborative application; however, the Applicant shall hold all contractual responsibilities and liabilities.

Additionally, if new service priorities are identified by DPS&C or if new service gaps/unmet needs are identified at any time in the duration of any contract awarded through this NOFA may be modified through an amendment to the contract, in order to comply with updated legislative requirements and/or emerging client needs.

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

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

Any person aggrieved by the proposed award has the right to submit a challenge in writing to the Procurement Director (DPS&C) within three (3) calendar days after the agency issues a Notice of Intent to award a contract.

### **5.3.2 Grant Award and Grant Agreement Execution**

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

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

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

Review Appendix A: Sample Grant Agreement for requirements for specific grant requirements

## **5.4 Grant Agreement Requirements**

### **5.4.1 Taxes**

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

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue must determine that the prospective applicant 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 Louisiana Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective applicant shall attest to its current and/or prospective compliance by signing the Certification Statement, submitted with its application, and also agrees to provide its seven-digit LDR Account

Number to the contracting agency so that the prospective applicant's tax payment compliance status may be verified. The prospective applicant further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

#### **5.4.2 Insurance Requirements for Applicants**

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.

Applicant should submit in its application any exceptions or contract deviations the applicant wishes to negotiate. DPS&C may consider modifications to the insurance requirements dependent on the proposed activities of the applicant if it is in the best interest of the State.

The Applicant 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 Applicant, its agents, representatives, employees or sub-contractors. The cost of such insurance shall be included in the grant application and subsequent contract award amount.

Specific insurance specifications can be found in Exhibit A: Insurance Requirements for Contractors

### **5.5 Payment Terms**

During the execution of tasks contained in the Statement of Work, the Grantee may submit invoices, not more frequently than monthly. The payment terms shall be negotiated with the successful Applicant.

Payments to the Grantee for services rendered for this grant shall be reimbursed based on a certified and itemized invoice showing line item costs incurred for services provided during the previous month; including other expenses such as supplies, meetings, subcontractors payments or other reimbursable items. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. *This shall include payments for subcontractor services prior to submitting an invoice for contract payment.*

Travel shall be reimbursed up to 99 miles per round trip or in-state vehicle rental per the State Travel Regulations (PPM 49); whichever is more cost effective to the State. No other travel cost are allowed from this contract. The State will allow adjustments for travel and other detailed costs between tasks, up to the maximum established from the Grantee's proposed budget.

During the invoice review process, the State looks for the following key items for all budget categories: proof of expense (employee paycheck stub, invoice, bill, or receipt of purchased item), proof of payment (credit card statement, receipt from company, etc), and itemized analysis of expense (if the contract does not cover 100% of the expense).

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

#### **5.5.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Grantee(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank.

## 6 Administrative Information

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### 6.1 Civil Rights Compliance

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

Grantee agrees not to discriminate in its employment practices, and will render services under the 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 Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### 6.2 Application Rejection/NOFA Cancellation

Issuance of this NOFA 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 applications submitted and/or cancel this NOFA if it is determined to be in the State's best interest.

### 6.3 Termination of Grant Agreement

#### 6.3.1 *Termination of the Grant Agreement for Cause*

The State may terminate the Contract for cause based upon the failure of the Grantee to comply with the terms and/or conditions of the Contract; provided the State shall give the Grantee written notice specifying the Grantee's failure. If within thirty (30) calendar days after receipt of such notice, the Grantee 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 Grantee 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.

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

#### 6.3.2 *Termination of the Grant Agreement for Convenience*

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

#### 6.3.3 *Termination for Non-Appropriation of Funds*

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

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

#### **6.4 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 Grantee in order to carry out the grant agreement, or which become available to the Grantee in carrying out the grant agreement, shall be protected by the Grantee 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 Grantee. If the methods and procedures employed by the Grantee for the protection of the Grantee'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 grantee 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 Grantee's possession, is independently developed by the Grantee outside the scope of the contract, or is rightfully obtained from third parties.

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

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 the application identified as such must be clearly marked in the application and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any application marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

#### **6.5 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject an application 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 NOFA 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.

#### **6.6 Ownership to Application**

All records, reports, documents, or other material related to any contract resulting from this NOFA and/or obtained or prepared by the Grantee 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 Grantee to the State, at the Grantee's expense, at termination or expiration of the contract.

#### **6.7 Entire Agreement/Order of Precedence**

The contract, together with the NOFA and addenda issued thereto by the State, the application submitted by the Grantee in response to the State's NOFA, 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 NOFA and the Grantee's application) shall take precedence, followed by the provisions of the NOFA, and then by the terms of the Grantee's application.

# Appendix A: Sample Agreement

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## CONTRACT BETWEEN STATE OF LOUISIANA

**(Revised 9-26-24)**

### NAME OF DEPARTMENT/AGENCY

[Click here to enter the Department/Agency name](#)

AND

### CONTRACTOR NAME

[Click here to enter the Contractor name](#)

### CONTRACT NUMBER (ISIS/LAGOV)

[Click here to enter the contract number](#)

### TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES  CONSULTING SERVICES  SOCIAL SERVICES  PERSONAL SERVICES   
AGENCY  GOVERNMENTAL  COOPERATIVE ENDEAVOR

---

### CONTRACTOR (Legal Name if Corporation)

[Click here to enter the Contractor](#)

Number

### STREET ADDRESS

[Click here to enter the Contractor's street address number](#)

**CITY** [Click here to enter the Contractor's city](#) **STATE** [Click here to enter the Contractor's state](#) **ZIP CODE** [Click here to enter the Contractor's zip code](#)

### FEDERAL EMPLOYER TAX ID NUMBER

[Click here to enter the Contractor's FEIN](#)

### STATE LDR ACCOUNT #

[Click here to enter the State LDR Account](#)

### TELEPHONE NUMBER

[Click here to enter the Contractor's telephone](#)

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### BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

[Click here to enter a brief description of the services the contractor will provide](#)

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### BEGIN DATE

[Click here to enter the begin date of the contract](#)

### END DATE

[Click here to enter the end date of the contract](#)

### MAXIMUM CONTRACT AMOUNT

[Click here to enter the maximum contract amount](#)

### MULTI-YEAR CONTRACT BREAKDOWN

[Click here to enter the multi-year contract breakdown](#)

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**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:

[Click here to enter the terms of payment](#)

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:** *(Type Title of Personnel only)*

[Click here to enter the title of the personnel who will approve payments](#)

## **Taxes**

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

## **Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

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

## **Termination for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

## **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

## **Other Remedies**

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

## **Governing Law**

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

## **E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 39:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

## **Record Ownership**

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

### **Contractor's Cooperation**

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

### **Assignability**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

### **Right to Audit and Record Retention**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

### **Fiscal Funding**

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.

### **Non-Discrimination**

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

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



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

### **Continuing Obligation**

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

### **Eligibility Status**

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

### **Confidentiality**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or 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 State.

### **Amendments**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

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

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

### **Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

**Cybersecurity Training**

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

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

**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.

**Contract Approval**

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this day (*enter date*)

**WITNESSES SIGNATURES:**

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

**STATE AGENCY SIGNATURES:**

BY: \_\_\_\_\_

\_\_\_\_\_

**(NAME, TITLE & TELEPHONE NUMBER)**

**CONTRACTOR SIGNATURE**

\_\_\_\_\_

BY: \_\_\_\_\_

-----

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**(PRINT NAME UNDER SIGNATURE)**

**TAX I.D.#**

**TELEPHONE NUMBER**

## DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS (DPS&C)

### *SPECIAL CONDITIONS*

1. The Contractor understands and agrees that the following special conditions of the contract exist for the benefit of the institution, the employees and the inmates and agrees to abide by said special conditions contained herein and in Section 2 "Employee Rules" of the *Corrections Services Employee Manual* which is attached. "Contractor" shall be substituted for "Employee" throughout. Should the manual be modified or amended, Contractor will be notified and shall comply with the rules as modified or amended.
2. Contractor understands and agrees that violation of any of the following special conditions shall be cause for immediate cancellation of this contract without prior notice:

#### Warden's Policy

- A. While on the institutional grounds, the Contractor will strictly adhere to all federal, state and local laws and institutional directives.
  - B. Any person may be barred from the institution or removed from the institution if it is in the best interest of the Department.
  - C. If requested to do so by the Warden, the Contractor must leave the institution grounds immediately.
3. In accordance with Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the Contractor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections (DPS&C). Included in this regulation are the **SEXUAL ASSAULT AND SEXUAL MISCONDUCT WITH INMATES Acknowledgement Form** and the **Louisiana Criminal Code: La. R.S. 14:134 Malfesance in Office Form**. Should the regulation be modified or amended, the Contractor will be notified and shall comply with the regulation as modified or amended.
  4. 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 and any and all costs, expense 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 Department, its agents, representatives and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.
  5. Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign

the personnel listed in his proposal.

6. Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.
7. Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.
8. The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.
9. Contractor shall procure 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, his agents, representatives, employees or subcontractors.

**Louisiana Department of Public Safety and Corrections  
Sexual Assault and Sexual Misconduct with Offenders  
Acknowledgement**

Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between an employee of the DPS&C and an offender is expressly forbidden. Any violation of this policy will result in disciplinary action up to and including termination and the filing of criminal charges as warranted. The following rules may be impacted and may be used for disciplinary reasons.

All state employees are governed by the *State Code of Governmental Ethics*. Since state employees are in a position of public trust, they are not to engage in any activities, either privately or officially, where a conflict of interest may exist.

Furthermore, all employees have sworn to uphold the Rules contained in the *Employee Manual* and the laws of the State of Louisiana. The pertinent portions of Malfeasance-Aggravated, contained in the *Employee Manual* expressly prohibit the following behavior:

- h. Employees shall not have sexual relations with another employee while on duty.
- n. All employees must follow the spirit and intent of Department Regulation No. A-02-010 "Sexual Harassment and Unlawful Discrimination Based Upon Sex" in prohibiting sexual harassment conduct towards other employees.

The pertinent portions of Unauthorized Activities with Offenders contained in the *Employee Manual* expressly prohibits the following behavior:

- h. Staff Sexual Misconduct – Includes any behavior or act of a sexual nature directed toward an offender by an employee, volunteer, contractor, official visitor or other agency representative (excluding offender family, friends or other visitors). Sexual relationships of a romantic nature between staff and offenders are included in this definition.

In addition to the possibility of being charged with rape and/or sexual battery, any staff who is found to have had sexual relations with an offender may be charged with Criminal Malfeasance. La. R.S. 14:134.1 states:

- A. It shall be unlawful and constitute malfeasance in office, for any of the following persons to engage in sexual intercourse or any other sexual conduct with a person who is under their supervision and who is confined in a prison, jail, work release program, or correctional institution or who is under the supervision of the Division of Probation and Parole: a law enforcement officer, contract worker or volunteer of the Department of Public Safety and Corrections or any prison, jail, work release program or correctional institution.
- B. Whoever violates a provision of this Section shall be fined not more than ten thousand dollars, or imprisoned at hard labor for not more than ten years, or both.
- C. For purposes of this Section, "law enforcement officer" shall include commissioned police officers, sheriffs, deputy sheriffs, marshals, deputy marshals, correctional officers, constables, wildlife enforcement agents, state park wardens and probation and parole officers.

**I have read and understand this policy entitled Sexual Assault and Sexual Misconduct with Offenders.**

---

Employee's Signature

Printed Name

Date

**THE SIGNED POLICY WILL BE PLACED IN AND MAINTAINED IN THE EMPLOYEE'S PERSONNEL RECORD.**

**LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS**  
**Malfeasance in Office**

**La. R.S. 14:134. Malfeasance in Office**

Malfeasance in office is committed when any public officer or public employee shall:

- 1) Intentionally refuse or fail to perform any duty lawfully required of him, as such officer or employee; or
- 2) Intentionally perform any such duty in an unlawful manner; or
- 3) Knowingly permit any other public officer or public employee under his authority to intentionally refuse or fail to perform any duty lawfully required of him, or to perform any such duty in an unlawful manner.

Any duty lawfully required of a public officer or public employee when delegated by him to a public officer or public employee shall be deemed to be a lawful duty of such public officer or employee. The delegation of such lawful duty shall not relieve the public officer or employee of his lawful duty.

Whoever commits the crime of malfeasance in office shall be imprisoned for not more than five years with or without hard labor or shall be fined not more than five thousand dollars or both.

**La. R.S. 14:134.1. Malfeasance in office; sexual conduct prohibited with persons in the custody and supervision of the DPS&C**

- A. It shall be unlawful and constitute malfeasance in office, for any of the following persons to engage in sexual intercourse or any other sexual conduct with a person who is under their supervision and who is confined in a prison, jail, work release program, or correctional institution or who is under the supervision of the Division of Probation and Parole: a law enforcement officer, contract worker or volunteer of the Department of Public Safety and Corrections or any prison, jail, work release program or correctional institution.
- B. Whoever violates a provision of this Section shall be fined not more than ten thousand dollars or imprisoned at hard labor for not more than ten years, or both.
- C. For purposes of this Section, "law enforcement officer" shall include commissioned police officers, sheriffs, deputy sheriffs, marshals, deputy marshals, correctional officers, constables, wildlife enforcement agents, state park wardens and probation and parole officers.

**La. R.S. 14:134.2 Malfeasance in office; tampering with evidence**

- A. It shall be unlawful and constitute malfeasance in office for a peace officer to tamper with evidence.
  - 1) For the purposes of this Section, "a peace officer" shall be defined as a commissioned state, parish, or municipal police officer, a sheriff or a deputy sheriff.
  - 2) For purposes of this Section, "tampering with evidence" is the intentional alteration, movement, removal, or addition of any object or substance when the peace officer:
    - a) Knows or has good reason to believe that such object or substance will be the subject of any investigation by state, local, or federal law enforcement officers, and
    - b) Acts with the intent of distorting the results of such an investigation.
- B. Whoever violates this Section shall be fined not more than ten thousand dollars or be imprisoned with or without hard labor for not more than three years or both.

**I have read and I understand the Louisiana State Criminal Code Malfeasance Law.**

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

## **STATEMENT OF WORK**

### **1. SCOPE OF SERVICES**

#### **1.1 PURPOSE**

In support of the Justice Reinvestment Initiative (JRI) and the Louisiana Prisoner Reentry Initiative (LA-PRI), the Contractor shall provide programs and/or services that address the causes of recidivism and align with the LA-PRI Framework.

#### **1.2 DELIVERABLES**

The Contractor agrees to provide the following deliverables within the time frames specified herein:  
Applicant shall:

1. Submit annual goals and deliverables for establishing the baseline to determine sufficient compliance.
2. Provide monthly progress report detailing activities for that month, including updates to the Performance Measurement Plan in order to track progress of achieving stated goals. Monthly progress reports shall be due no later than the 15th of the following month. The monthly progress report template must be approved by DPS&C prior to submission of reports.
3. Provide year-end report should include the following: summarizing monthly progress reports; detailing the benefits/successes of the program and/or service implemented; and noting any challenges during the implementation of the program.

The Year-end report shall be due no later than thirty (30) calendar days following the end of contract years 1 and 2. Year-end report for year 3 shall be due prior to payment of the final invoice received.

4. To perform tasks, services, and other related items as identified in Section 2- Statement of Work.

#### **1.3 PROJECT REQUIREMENTS**

1. The Contractor shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Agreement, approved program/budget modifications, financial records, and required reports.
2. The Contractor shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Contractor, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
3. Contractors shall submit a monthly report detailing activities for that month, including updates to the Performance Measurement Plan in order to track progress of achieving stated goals. The monthly report should reference the logic model and project timeline submitted as part of the application. This report will be used as justification for payment, therefore it should accompany the monthly invoice (i.e., by the 15th of the following month).
4. All Contractor records relevant to the project must be preserved for at least five (5) years after contract expiration and shall be available at all reasonable times for inspection, examination, monitoring, copying, excerpting, transcribing, and auditing DPS&C.

#### **1.4 COMMUNITY ENGAGEMENT- LOCAL COALITIONS**



The Contractor shall make a concerted effort to involve any Local Reentry Coalitions in the execution of this contract. This shall include but not limited to:

1. Invitation to scheduled meetings.
2. Provide literature of services offered.
3. Form a partnership to enhance continuity of services.

### **1.5 PERFORMANCE MEASUREMENT/EVALUATION/MONITORING PLAN**

The performance of the contract will be measured by the JRI Coordinator or designee, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria within the Statement of Work.

#### **1.5.1 PERFORMANCE MEASURE/EVALUATION**

The Contractor will be measured and evaluated based on the following performance standards:

1. Timely delivery of reports and deliverables
2. Clear and effective communication
3. Consistency in contract performance

#### **1.5.2 MONITORING PLAN**

The Deputy Assistant Secretary or designee will monitor the services provided by the Contractor and the expenditure of funds under this Agreement. The Deputy Assistant Secretary or designee will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

## **2. STATEMENT OF WORK**

### **2.1 GOALS AND OBJECTIVES**

[Description of goals as described in awarded application]

### **2.2 TASKS AND SERVICES**

Task and Services shall include:

[Description of specific tasks and services to be performed by Contractor as described in awarded application]

Parish served:

[List of parish(es) served]

Location of Services:

[Address of location where the majority of the services will take place]

Project Lead(s):

[The persons responsible for the day to day management of the contract]

#### **2.2.1 PARTICIPANT ENGAGEMENT**

[Description of participant engagement as described in awarded application.]

### **2.2.2 TARGET POPULATION**

Target population shall be those individuals who are high or moderate risk for recidivism:

- High/moderate risk for recidivism and/or high need at the time of incarceration and in accordance with the Targeted Interventions to Greater Enhance Re-entry (TIGER);
- Serving a hard labor (felony) sentence under the custody of DPS&C, and are within six (6) months of their release date from incarceration or on parole supervision and are within six (6) months of their release date.

[Additional participant qualifications will be added as described in awarded application.]

### **2.3 PERFORMANCE MEASUREMENT PLAN**

[Description of performance measures]

### **2.4 PROJECT MANAGEMENT**

[Description of the approach and strategy for program oversight and management]

### **2.5 ANTICIPATED OUTCOMES**

[Description of specific outcomes as described in awarded application.]

## EXHIBIT A

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Workers Compensation**

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

2. **Commercial General Liability**

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

3. **Automobile Liability**

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

4. **Professional Liability (Errors and Omissions)**

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

#### **B. 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.

#### **C. OTHER INSURANCE PROVISIONS**

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

1. Commercial General Liability, Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents,

are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

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

## 2. Workers Compensation and Employers Liability Coverage

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

## 3. All Coverages

- a. All policies must be endorsed to require thirty 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, the Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty days.

## **E. VERIFICATION OF COVERAGE**

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

State of Louisiana

Agency Name, Its Officers, Agents, Employees and Volunteers

Address, City, State, Zip

Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUB-CONTRACTORS**

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

**G. WORKERS COMPENSATION INDEMNITY**

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

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. 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, employees, and volunteers, from and against any and all claims, damages, expenses, 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 Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

## Appendix B: Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (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 an Applicant is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Applicant shall include in their application 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.

If the State is requiring the compliance of a good faith subcontracting plan, the State may require applicants to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of application review. Agreements between an Applicant 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 Applicants shall be prohibited.

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

If a contract is awarded to an applicant 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 the Contractor to determine whether the 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 entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

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

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

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

## Appendix C: Collaborative Case Management and Supervision

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Department Regulation No. PS-C-1  
20 August 2023  
Attachment E

### **Collaborative Case Management and Supervision**

#### **A Case Planning and Management Model for State and Community Reentry Stakeholders**

##### **Definition**

Collaborative Case Management and Supervision (CCMS) is the coordinated and strategic use of resources at the case level to accomplish agreed upon objectives. It is a dynamic process that starts at the time of sentencing/intake and continues seamlessly through successful reintegration and stabilization in the community. CCMS aims to reduce crime by engaging all partners in a collaborative process that holds inmates accountable for their behavior and increases inmate success.

##### **The Critical Elements of Collaborative Case Management and Supervision**

Starting from the perspective that communities are safer when individuals returning from incarceration are successfully reintegrated (i.e. do not commit additional crimes, support their families, pay taxes, etc.), CCMS combines the following elements:

- *The goal is behavior change:* CCMS pushes corrections practice beyond concepts of incapacitation, supervision, and monitoring by seeking to engage returning prisoners in the process of change. Rather than abandon the use of surveillance, compliance monitoring, and sanctions for non-compliance, CCMS balances these and other important external controls with effective treatment and strategies to enhance the individual's internal motivation to change.
- *Interventions are individualized and comprehensive:* In order to influence behavior change, CCMS is informed by validated, actuarial risk and need assessment which identifies each individual's level of risk to reoffend, the criminogenic needs driving the offense behavior, and the internal strengths and external resources available to support positive change. The results of the assessment process are then used to plan the mix of treatment, services, and supervision most likely to lead to success by addressing the complex and multiple needs of the inmate.
- *Returning inmates are partners in the process:* Long-term outcomes are enhanced when the goals and planned activities are meaningful to the inmates themselves. Instead of setting conditions and monitoring compliance, staff approaches inmates as active participants in setting and achieving goals. Consequently, inmates are more likely to acknowledge their own responsibility to seek change.
- *Teams are responsible for case planning and management and engage additional stakeholders as needed:* In addition to the inmate, multidisciplinary teams are made up of either institutional or community corrections staff and a mix of treatment providers, workforce development specialists, community resources, law enforcement, and others based on the specific needs of each inmate. The team frequently reaches out and coordinates services with other stakeholders, including family, faith-based groups, and other natural supports.
- *Transitions are seamless:* In order to ensure continuity of key treatment and services, especially those that start inside the facility and continue in the community, teams managing cases inside the facility and teams managing cases in the community communicate and coordinate activities. The primary tool for case-level communication and coordination is the ReEntry Accountability Plan (ReAP).



## Appendix D: Performance Measures Examples

The Performance Metrics worksheet in the Monthly Reporting Tool is where you will report to DOC on whether case management meetings were held with participants and what services or issues were addressed during the reporting month.

Category	Performance Measure
Case Management	Have you had a 1 on 1 meeting with this participant regarding Case Management this month?
Employment	Apply and/or obtain transitional, temporary employment?
Employment	Apply and/or obtain longer-term (permanent) employment?
Healthcare	Obtain referral and/or received treatment?
Job Training	Elective Job Training Courses, accredited with professional certification or occupational license?
Job Training	Required Job or industry-specific training and/or certifications (i.e. TWIC, HAZWOPER, CDL, Etc.)
Legal Documentation	Obtain at least 1 form of legal identification (driver's license, state ID, birth certificate)?
Legal Services	Assist with ongoing issue related to failure to pay child support? (e.g. driver's license suspension, held in contempt of court, outstanding child support payments)?
Social Service Enrollment	Apply/Qualify for, or Receive Section 8 benefits?
Social Service Enrollment	Apply/Qualify for, or Receive TANF/FITAP benefits?
Social Service Enrollment	Apply/Qualify for, or Receive WIC benefits?
Social Service Enrollment	Apply/Qualify for, or Receive SNAP benefits?
Social Service Enrollment	Apply/Qualify for, or Receive Medicare/Medicaid benefits?
Social Service Enrollment	Apply/Qualify for, or Receive SSI/SSDI benefits?
Social Service Enrollment	Apply/Qualify for, or Receive Veteran's benefits?
Legal Services	Assist with other civil legal issues?
Legal Services	Assist with outstanding criminal fines and fees?
Legal Services	Assist with outstanding legal attachments, detainers or warrants?
Direct Assistance	CIG financial assistance?
Transportation	Public (bus passes, taxi/Lyft/Uber rides, etc.) transportation assistance?
Transportation	Private (car, bike, motorcycle) transportation assistance?
Life Skills Training	Life skills training?
Housing	Obtain emergency shelter, transitional, temporary housing?
Housing	Obtain permanent Housing?
Family Reunification	Family reunification services?
Education	HiSet Courses?
Education	Formal education program (i.e. technical college)?
Mental Health	Mental Health referral and/or received treatment?
Substance Abuse	Substance Abuse referral and/or received treatment?
Disability	Disability accessibility (Approach, Entrance, Access, Seating and/or Parking)?

For each selected performance measure, the contractor will provide the appropriate response for each client.

<b>Yes</b> <b>(CIG Provided Service; Time and/or Effort has or is being performed)</b>	
Completed	The metric was provided and completed successfully.
In Progress	The metric is currently in progress.
Attempted - Refused available options	Arrangements for the metric were made, and options were provided, but the Participant refused or found their own resources.
Attempted - Unable to provide	Efforts were made to provide the metric, but the Participant was deemed ineligible.

<b>No</b> <b>(CIG Did Not Provide Service; Zero Time and/or Effort was performed)</b>	
Self-Service	The Participant found or is attempting to find his own resources without your assistance. Therefore, no time/effort was performed.
Refused Services	The Participant is not receptive to available options or your assistance with these options (e.g., Substance Abuse – The Participant stated they will not take a drug test or enter rehab). Therefore, no time/effort was performed.
Ineligible	The Participant is pre-determined or was previously deemed ineligible or did not qualify for the metric (e.g., Disability – The Participant is not disabled. Job Training – The Participant mentioned that a TWIC card was previously denied, even after an appeal). Therefore, no time/effort was performed.