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|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

I. POLICY STATEMENT

It is the policy of the Department of Social Services to fully adhere to [R.S. 39:1481](#) through [39:1526](#), as amended, relative to professional, personal, consulting, interagency and social services contracts.

The Department will not enter into contracts for personal, professional, consulting, or social services with any employee of the state except those employees engaged or employed in the medical, nursing, or allied health fields and faculty members of state colleges and universities.

- In accordance with rules issued by the Division of Administration/Office of Contractual Review (DOA/OCR), exempt occupations in the medical and allied health fields, with whom the Department may enter into contractual agreement are as follows: audiologist, dental assistant, dentist, electroencephalograph technician, emergency medical technician, hospital chaplain, inhalation therapist, medical laboratory technologist, accredited medical records technician/administrator, nurse anesthetist, occupational therapist, optometrist, osteopath, pharmacist, psychologist, physical therapist, physician, podiatrist, practical nurse, professional dietitian, psychiatrist, radiologic technologist, radioisotope technologist, registered nurse, rehabilitation counselor, respiratory therapy technician, respiratory therapy technologist, social worker, speech pathologist, and ultrasonography technologist.
- Interpreters for the deaf are exempt from the prohibition against state employees engaging in contractual agreements with the state by virtue of [R.S. 39:1498.2](#).
- When the Department does enter into any professional, personal, consulting, social services or interagency contract with an exempt state employee, the head of the using agency and the Assistant Secretary/Director of the employing Office must approve the contract. Approvals for state employees must also certify that the services will be performed outside the employees' usual and customary working hours.
- Contracts with faculty members of any state college or university must be approved in writing by the president or designee of the college or university which employs the faculty member. The approvals must be attached to the proposed contract and must certify that the contract has been reviewed and approved as written.

II. STATEMENT OF PURPOSE

It is the purpose of this policy to provide uniform procedures for administering contracts for personal, professional, consulting or social services with private contractors and interagency contracts between DSS and any governmental body. This policy also provides information on the required reports for such contracts.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

III. SCOPE AND APPLICABILITY

A. Scope

This policy shall apply to all Offices of the Department of Social Services.

B. Applicability

Except as excluded in the next paragraph, this policy shall apply to every expenditure of public funds in excess of \$2,000 by the Department of Social Services for personal, professional, consulting, and social services procurement.

This policy shall not apply (i.e. competitive bidding or competitive negotiations are not necessary) to personal, professional, or social services procurement provided to clients of the Department of Social Services in the following circumstances:

1. When the services are accessed directly by clients through utilization of medical vendor cards, with the clients arranging services with providers and providers then billing the agency for payment;
2. When clients of a particular program are guaranteed freedom of choice in selection of a provider of services;
3. When personal and professional services are arranged on a case-by-case basis by a worker as the need arises;
4. When social services are arranged on a case-by-case basis from a social services provider qualifying under [R.S. 39:1494.1\(A\)](#);
5. When the using agency arranging social services on a case-by-case basis makes no guarantee of specific sums of monthly or annual payment or referrals of clientele;
6. When intra-departmental agreements are initiated between Offices of DSS with the approval of each Assistant Secretary/Director and DSS executive management; or
7. When professional services are provided by physicians doing consultative examinations regarding applications for disability benefits under the Social Security Act by the Disability Determinations Service of the Department of Social Services. This exclusion does NOT extend to medical review psychologists' services.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

Offices within the Department having questions about the applicability of this policy to a specific contract may contact DSS Contract Review or General Counsel for assistance.

IV. DEFINITIONS

When used in this policy, the words defined in this Section shall have the meanings set forth below unless the context in which they are used clearly requires a different meaning or a different definition. These definitions which reflect those in [R.S. 39:1481-1526](#) and [R.S. 39:1951-1969](#), and [R.S. 39:1981-1993](#), are as follows:

Advance Payment – A one-time payment made to contractors in advance of services performed. Advances shall be limited to one advance per 12-month period.

Agency – For the purposes of this policy, Agency refers to the Department of Social Services.

Business – Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity through which business is conducted.

CFMS – Contract Financial Management Subsystem.

Competitive Bidding – To advertise and award a contract to the lowest responsible bidder in accordance with [R.S. 39:174](#) et seq. and [R.S. 38:2211](#) et seq. as applicable.

Competitive Negotiation – To negotiate a contract through a Request for Proposal (RFP) process or any other similar competitive selection process.

Consulting Service – Work, other than professional, personal, or social service, rendered by either individuals or firms who possess specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services or improvements in programs or services including, but not limited to such areas as management, personnel, finance, accounting, planning, data processing, and advertising contracts except for printing associated therewith. If the printing portion of a contract is over 20% of the total contract amount, the printing portion must go out on bid through State Purchasing, or LSU Graphics must do the printing. The purchase of services for billboard advertising is considered a consulting service contract.

The term consulting service includes the procurement of supplies and services by a contractor without the necessity of complying with provisions of the Louisiana Procurement Code when such supplies and services are merely ancillary to the provisions of consulting services under a contingency fee arrangement, even though the procurement of such supplies or services directly by a governmental body would require compliance with the Louisiana Procurement Code. Supplies or services ancillary to the provision of consulting services are those supplies or services which assist the contractor in fulfilling the objective of his contract when the cost of

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

such supplies and services is less than the cost of providing consulting services, as determined by the using agency.

Contract – Every type of state agreement, including orders and documents purporting to represent grants, which are for the purchase or disposal of supplies, services, construction, or any other item. It includes awards and notices of award; contracts of a fixed price, cost, cost-plus-a-fixed-fee, or incentive type; contracts providing for the issuance of job or task orders, and letter contracts. It also includes contract modifications with respect to any of the foregoing.

Contract Modification – Any written alteration in the specifications, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties to the contract. It includes bilateral actions, such as supplemental agreements, and unilateral actions, such as administrative changes, notices of terminations, and notices of the exercise of a contract option.

Contractor – Any person having a contract with a governmental body.

Data – Recorded information, regardless of form or characteristics.

Department – For the purposes of this policy, refers to the Department of Social Services.

Designee – A duly authorized representative of a person holding a superior position.

Employee – An individual drawing a salary from a governmental body, whether elected or not, and any nonsalaried individual performing personal services for any governmental body.

Governmental Body – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state.

Governmental Entity – Any governmental unit which is not included in the definition of governmental body.

Grant – The furnishing by the state of support, whether financial or otherwise, to any person for assistance in carrying out a program. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction; an agreement resulting from such an award is not a grant but a procurement contract.

Interagency Contract – Any contract in which each of the parties thereto is a governmental body.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

Negotiation – The formulation of a contractual relationship by either of the methods set forth in this policy and in [R.S. 39:1494-96](#).

Person – Any business, individual, union, committee, club or other organization or group of individuals.

Personal Service – Work rendered by individuals which requires the use of creative or artistic skills, such as, but not limited to, graphic artists, sculptors, musicians, photographers and writers, or which requires the use of highly technical or unique individual skills or talents, such as, but not limited to, paramedicals, therapists, handwriting analysts, foreign representatives, and expert witnesses for adjudications or other court proceedings. A “foreign representative” shall mean a person in a foreign country whose education and experience qualify such person to represent the state in such foreign country.

Procurement – The purchasing, buying, or otherwise obtaining of any professional, personal, consulting, or social service, or any combination of these services. It also includes all functions that pertain to the obtaining of any professional, personal, or consulting service, including description of requirements, selection and solicitation of sources, preparation, award of contract, and all phases of contract administration.

Professional Service – Work rendered by an independent contractor who has a professed knowledge of some department of learning or science used by its practical application to the affairs of others or in the practice of an art founded on it, which independent contractor shall include but not be limited to lawyers, doctors, dentists, psychologists, certified registered nurse anesthetists, veterinarians, architects, engineers, land surveyors, landscape architects, accountants, and claims adjusters. A profession is a vocation founded upon prolonged and specialized intellectual training which enables a particular service to be rendered. The word “professional” implies professed attainments in special knowledge as distinguished from mere skill.

For contracts with a total amount of compensation of fifty thousand dollars or more, the definition of “professional service” shall be limited to lawyers, doctors, dentists, psychologists, certified registered nurse anesthetists, veterinarians, architects, engineers, land surveyors, landscape architects, accountants, claims adjusters, and any other profession that may be added by regulations adopted by the Office of Contractual Review of the Division of Administration.

Purchasing Officer – Any person authorized by a governmental body, in accordance with procedures prescribed by rules and regulations, to enter into and administer contracts and make written determinations and findings with respect thereto. The term also includes an authorized representative acting within the limits of authority.

Request for Proposal – an official solicitation for proposals to supply any service that would be subject to the provisions of R.S. 39 and this policy.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

Services – The rendering, by a contractor, of time and effort, rather than the furnishing of a specific end product, other than reports which are merely incidental to the required performance of service.

Social Services – Work rendered by a person, firm, corporation, governmental body or governmental entity in furtherance of general welfare of the citizens of Louisiana, including but not limited to:

1. Rehabilitation and Health Support;
2. Habilitation and Socialization;
3. Protection for Adults and Children;
4. Improvement of Living Conditions and Health;
5. Evaluation, Testing and Remedial Education Services For Exceptional Handicapped or Learning Disabled Nonpublic School Students;
6. Providing skills for Child Protection, Foster Care, Family Services, Adoptions and Home Development staff;
7. Providing pre-service and in-service skills training to foster parents.

Supplemental Agreement – Any contract modification which is accomplished by the mutual action of the parties.

Training and Staff Development – This type of contract is considered to be consulting services. Any type of financial agreement for instruction, education or coaching of employees of DSS or employees of contracted providers (if DSS is a party to the agreement). This includes agreements with experts or professionals who possess specialized knowledge and experience or skills whether they be independent vendors, consultants, or attached to schools or universities. No contract is needed if DSS staff attends training open to the general public. This can be paid by purchase order.

Using Agency – Any governmental body of the state which utilizes any personal, professional, social services, interagency, and consulting services including the Department and any of its Offices.

V. ROLE OF DIVISION OF ADMINISTRATION OFFICE OF CONTRACTUAL REVIEW REGARDING PROFESSIONAL, PERSONAL, CONSULTING, INTERAGENCY, AND SOCIAL SERVICES CONTRACTS

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

A. Role of Division of Administration, Office of Contractual Review (DOA/OCR)

Division of Administration, Office of Contractual Review (DOA/OCR), has been created within the Louisiana Division of Administration (DOA) and has authority to initiate rules and regulations governing the procurement, management, control, and disposal of any and all professional, personal, consulting, interagency, and social services contracts; and to consider and decide matters of policy relative to such services and periodically audit and review the implementation of rules and regulations and policy determinations.

B. Relationship Between DOA/OCR and the Department of Social Services

DOA/OCR and DSS maintain a close and cooperative relationship. The Department may at any time make recommendations relating to the professional, personal, consulting, interagency, and social services procurement rules and regulations.

The Department and its Offices shall cooperate with DOA/OCR in the preparation of statistical data and reports concerning the acquisition, usage, and disposition of contracts and may utilize trained personnel, as necessary, to carry out this function.

C. Reports Prepared by DOA/OCR

By law DOA/OCR shall, within 120 days after the close of the fiscal year, compile a written report on professional, personal, consulting, social services and interagency contracts completed during the preceding fiscal year. The report shall: (1) name each contract; (2) state amount and type of each contract; (3) describe the services purchased by each contract and (4) include, as attachments, copies of all determinations and findings required by Chapter 16 of Title 39 of the Revised Statutes as amended and implementing rules and regulations. This report shall be retained as public record by DOA/OCR.

VI. PROCEDURES FOR NEGOTIATION AND SOURCE SELECTION FOR PROFESSIONAL, PERSONAL, CONSULTING, INTERAGENCY AND SOCIAL SERVICES CONTRACTS

A. Professional, Personal, Consulting, Interagency and Social Services Contracts Exceeding \$2,000 and Not Exceeding \$20,000

Professional, personal, consulting, interagency and social services contracts exceeding \$2,000 and not exceeding \$20,000 may be awarded by the Department without the necessity of competitive bidding or competitive negotiation.

Negotiation for these services shall be completed by the Assistant Secretary/Director of each office or by a designated procurement officer. Compensation shall be determined in writing to be fair and reasonable to the State. In making this determination, the professional or technical competence of offerors, technical merit of offerors, and

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

compensation for which the services are to be rendered, including fee, shall be considered.

A standard contract format that may be utilized for the execution of contracts exceeding \$2,000 and not exceeding \$20,000 has been developed and is available upon request from DSS Contract Review. Each such contract shall adhere to the provisions for contract content as outlined in X. of this policy. These contracts shall be submitted for review and approval as outlined in XI. of this policy.

B. Personal, Exempt Professional, Social Services Contracts Under **\$*250,000**; Interagency Contracts Over \$20,000; And Consulting Services Under \$50,000**

Personal, exempt professional, interagency contracts over \$20,000, social services contracts under **\$*250,000****, and consulting services under \$50,000 may be awarded by the Department without the necessity of competitive bidding or competitive negotiation.

Excluded from this section are those contracts for professional, personal, consulting, social services, or interagency contracts exceeding \$2,000 and not exceeding \$20,000 that was addressed in VI. A.

A standard contract format that may be utilized for the execution of these contracts has been developed and is available upon request from DSS Contract Review. Each such contract shall adhere to the provisions for contract content as set forth in X. of this policy. These contracts shall be submitted for review and approval as outlined in XI. of this policy.

VII. REQUEST FOR PROPOSAL PROCEDURES FOR CONSULTING AND NON-EXEMPT PROFESSIONAL SERVICES OF \$50,000 OR MORE AND SOCIAL SERVICE CONTRACTS FOR **\$*250,000** OR MORE**

A Request for Proposal (RFP) should be used only when there is a definite intent to award a contract. A Request for Proposal is not to be used for soliciting information or for planning purposes. Solicitation for Offers (SFO) or Request for Information (RFI) would be more appropriate.

When contracting by competitive negotiation, RFPs are used to convey an organization's requirements to prospective contractors and to solicit proposals from qualified and responsible offerors.

An RFP should be designed to:

- a. Maximize competition.
- b. Minimize complexity of solicitation, evaluation and selection.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

- c. Ensure impartial and comprehensive evaluation of offerors' proposals, and
- d. Ensure selection of the source whose proposal is the most advantageous to the organization.

The RFP should contain information necessary to enable prospective contractors to prepare their best proposals. The State's terms and conditions should be included.

All prospective proposers must be furnished the identical information at every stage of the RFP process so as not to give an unfair advantage to any proposer.

A three-year contract can be negotiated for social services in an amount not to exceed **\$*250,000**** per year without the RFP process. On consulting services, the TOTAL amount of the contract cannot exceed \$49,999 without the RFP process. Service requirements shall not be artificially divided so as to exempt contracts from the Request for Proposal process.

Regarding the cancellation of Requests for Proposals, an RFP or other solicitation may be canceled or all proposals may be rejected only if it is determined, based on reasons provided in writing, that such action is taken in the best interest of the State.

A. Source Selection

Contracts for consulting and non-exempt professional services which have a total maximum amount of compensation of \$50,000 or more and social services contracts for **\$*250,000**** or more per year unless exempted by [R.S. 39:1494.1](#) shall be awarded through a Request for Proposal (RFP).

Exempt professional services of \$50,000 or more which do not require award by RFP are lawyers, doctors, dentists, psychologists, certified registered nurse anesthetists, veterinarians, architects, engineers, land surveyors, landscape architects, accountants, and claims adjusters.

All RFP's must be submitted to DSS Contract Review, the Director of DOA/OCR and the Secretary of the Department of Social Services for review and approval a minimum of 14 days prior to issuance.

RFP is not required for "interagency contracts."

1. Pre-qualification of Offerers

DOA/OCR maintains a list of pre-qualified offerers. Any Office of the Department which seeks to issue a Request for Proposal (RFP) for consultant and non-exempt professional services for \$50,000 or more must request the pre-qualified offerers list before issuing an RFP and forward the RFP or the advertisement to those firms which offer services requested in the RFP.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

For social services contracts, send the RFP or the advertisement to everyone known to offer this service and keep a list of these agencies for future reference, also known as the List of Social Services Providers.

2. Confidentiality of Technical Data or Trade Secrets

Any Office of the Department initiating an RFP will be responsible for protecting technical data, financial information, overhead rates, and trade secrets which may come into its possession from individuals and businesses doing business with the State. This information shall not be discussed by committee members with others at any time. If DOA/OCR should request this information in the review process, said information will be returned to the initiating Office upon completion of said review.

Committee members involved in selection of a contract by RFP are responsible to assure that proposals are secured during its review. No committee member should discuss the committee's evaluation and/or recommendations until after the Secretary of DSS has approved the selection.

3. Public Notice of RFP – Including Professional Non-Exempt

For consulting services of \$50,000 or more, Public Notice of an RFP shall be given by advertising in *The Advocate*, the official journal of the State and in one or more newspapers of general circulation in the state at least once.

The advertisement shall appear at least 30 days before the last day that proposals will be accepted. When available, advertisements shall be placed in those national trade journals which serve the particular type of contractor desired. In addition, written notice shall be mailed to persons, firms, and corporations known to be in a position to furnish such service (including those so identified in the Prequalified Offeror's list from DOA), at least 30 days before the last day that proposals will be accepted. The cost for such written notices shall be assumed by the Office of the Department seeking to contract for such services.

For social services contracts for **\$*250,000**** or more, unless exempt by [R.S. 39:1494.1](#), one must advertise in *The Advocate*, the official journal of the State, in the official journal of the parish in which the services are to be performed and in other newspapers, bulletins, or other media as are appropriate in the circumstances. These advertisements are to appear at least once in *The Advocate* and once in the official journal of the parish. If the services are to be performed in or made available to residents of a multi-parish area, advertising in *The Advocate* and in one or more newspapers of general circulation in the state

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

at least once shall be sufficient to meet this requirement. In all cases, the advertisement shall appear at least 14 days before the last day that proposals will be accepted. In addition, written notice shall be mailed to persons, firms, or corporations who are known to be in a position to furnish such services, at least 14 days before the last day that proposals will be accepted. This last requirement is subject to reasonable limitation at the discretion of the using agency.

The advertisement and written notices shall contain:

- a general description of the service desired and the name and address of the agency desiring to contract for these services;
- where and how the RFP may be obtained and where proposals are to be sent;
- in the event of a proposer's conference, the date, time, and place it will be held;
- the date and time by which proposals must be received; and
- the date, time, and place that a proposal will be accepted.

Questions to be received from potential contractors must be in writing, and all responding answers must be provided to all potential contractors participating in the selection process. A proposer's conference may be provided in lieu of the above question-and-answer process. Copies of the proceedings must be made available to all who are participating in the selection process.

An agency may require a mandatory proposer's conference although nothing said in the conference can change the RFP unless confirmed by a written addendum issued to all prospective proposers. Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined to be reasonably capable of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Discussions need not be conducted:

- With respect to prices, where such prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions; or
- Where time of delivery or performance will not permit discussions; or
- Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with that particular service that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the RFP notifies all offerors of the possibility that the award may be made on the basis of the initial offers.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

B. Content Requirement of RFP

The RFP shall:

1. Indicate the relative importance of price and other evaluation factors, shall clearly define the tasks to be performed under the contract, the criteria to be used in evaluating the proposals and the time frames within which the work must be completed.
2. Specifically define the task and desired results of the project.
3. Identify agency liaison personnel and the resources available to the proposer, both in preliminary studies and the project itself.
4. State approximately when the contractor can begin the work, plus an estimate of the time necessary to accomplish the work.
5. Specify applicable procedures concerning billing, documentation requirements, progress reports, and final reports.
6. Specify that a minimum of two copies of the proposal must be submitted.
7. Specify type and amount of bid bond or performance bond if required.
8. Stipulate that proposers from out of state must submit [Certificates of Authority to do Business in Louisiana](#) as part of the RFP. This Certificate may be secured from the Louisiana Secretary of State's Office.
9. Inform the potential contractors of the criteria and the selection methodology and weight (if weighting is used) which will be applied to each significant evaluation criteria to be used in evaluating the proposal's responsiveness to the RFP.

C. Minimum Content of Proposals From Potential Contractors

Each Office of the Department seeking to secure consulting or non-exempt professional services of \$50,000 or more or social service contracts of **\$*250,000**** or more shall require potential contractors to include the following information in their proposals:

1. A description of the firm's or individual's qualifications including a specific list of personnel to be used on this project and their qualifications (at least list the number and the qualifications of each position). A resume' will be required of each of the key personnel. Additionally, the proposer must stipulate that these personnel will not be removed from the contract without prior written approval of the using agency.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

2. A list of the agencies and contact persons for whom similar work has been done (list of business firms may be substituted if no similar work has been done for governmental agencies).
3. The length of time needed for the project, broken down by phases, if phasing is necessary.
4. The proposed methodology for accomplishing the project with a precise statement of what the State will receive as an end product of the project (this is sometimes referred to as the technical section of the proposal).
5. An itemized cost statement showing various classes of man-hours at appropriate rates, delineated by phases, if phasing is used. An itemized listing of all other expenses or fees that are expected to be paid by the State and a complete breakdown of the overhead rate should also be included.
6. For social services only, a detailed budget or other cost breakdown as may be required by the using agency and/or the federal government.
7. Proposers must respond to all requests for information outlined in the RFP.

D. Evaluation

The evaluation is generally done by an evaluation committee (3 – 5) and must be done in accordance with the criteria established in the Request for Proposal.

The evaluation process should consist of the following:

- Weighted factors
 - * Cost must be a factor (evaluate separately)
- Confidentiality
- Fair and impartial
- Compare proposals to requirements
- Score technical proposals/develop short list
 - * Scoring system; individual or consensus
- Presentations
 - (1) To obtain additional information
 - (2) To see demonstrations or question/answer session
 - (3) Prepare agenda and set of evaluation criteria to evaluate presentations
- Evaluate cost
- Re-score and rank
- Recommend award to the highest scored proposer

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

If the award is to be made without oral or written discussion, the RFP must notify all offerors of the possibility of an award based on initial offers received.

E. Determination of Responsibility

Acceptable evidence of ability to obtain financial resources, experience, organization, technical qualifications, skills and facilities, generally shall be a firm commitment or arrangement for the rental, purchase, or other acquisition thereof.

No contract for consulting or non-exempt professional services for \$50,000 or more or social services contracts for \$*250,000** or more shall be awarded to any person or firm unless the Assistant Secretary/Director of the initiating Office has determined that the independent contractor is responsible within the meaning of this section. The Assistant Secretary/Director of the initiating Office shall prepare, sign and place in the contract file a statement of the facts on which a determination of responsibility was based. Any supporting documents or reports and any information to support determinations of responsibility of offer or potential subcontractors should be filed with the statement. These support documents are subject to inspection upon request by the Director of DOA/OCR or his designee. Before making a determination of responsibility, the Assistant Secretary/Director of the initiating Office shall have sufficient current information to satisfy himself/herself that the prospective contractor meets the standards in this section. Information from the following sources should be utilized before making a determination of responsibility:

1. Information from the prospective contractor, including representations and other data contained in proposals, or other written statements or commitments, such as financial assistance and subcontracting arrangements.
2. Other existing information within the agency, including financial data, the list of debarred and ineligible bidders and records concerning contractor performance.
3. Publications, including credit ratings and trade and financial journals.
4. Other sources, including banks, other financial companies, and state departments and agencies.

To the extent that a prospective contractor cannot meet the standards in this section except by means of proposed subcontracting, prime contractor shall not be considered to be responsible unless recent performance history indicates an acceptable subcontracting system; or prospective major subcontractors are determined by the head of the using agency to satisfy that standard.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

F. Award to Responsible Offerer

All proposals received through an RFP shall be reviewed and evaluated by the initiating Office. The initiating Office shall prepare and submit to the Secretary of DSS a memorandum recommending selection of a proposer. This memorandum shall include but not necessarily be limited to the following:

1. List of criteria used along with the weight assigned to each criterion.
2. Scores of each proposal considered in each of the categories along with overall scores of each proposal considered.
3. Total cost of each proposal considered.
4. Total number of staff committed to the project by each proposer.
5. A narrative justifying the recommendation for selection.
6. Provide at the end of the memorandum a specific place for the Secretary to sign as Approved or Not Approved. For example:

Approved: _____
Secretary/DSS Date

Not Approved: _____
Secretary/DSS Date

After approval of a contractor by the Secretary, the selected contractor as well as those not selected are to be notified in writing. At this point final contract negotiations can begin with the selected contractor.

No contract awarded by RFP is final until the contract has been approved by the Director of DOA/OCR.

G. Exceptions Related To Securing Consulting and Non-Exempt Professional Services For \$50,000 Or More; Or Social Service Contracts For **\$*250,000** Or More**

1. Emergency Procurement – An emergency situation must be determined in writing by the Director of DOA/OCR or his designee. The agency that requests an emergency procurement must indicate in writing the basis of the emergency. If the Director so determines, then the issuance of an RFP will not be necessary.
2. Sole Source Procurement – A determination in writing, supported by departmental documentation, must be made by the Director of DOA/OCR or his designee that only one source exists for the services requested by the Department. If such determination is made, an RFP will not be required.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

3. Record – A record of Emergency Procurement and Sole Source Procurement will be maintained by DOA/OCR and will contain the following information:
 - a. The contractor's name
 - b. The amount of the contract
 - c. Services to be rendered
 - d. Reason for the emergency or sole source procurement

4. Right to Protest – Any Contractor who is aggrieved in connection with the RFP or award may protest to the head of the agency issuing the proposal, at which time the agency shall notify the DOA/OCR that a protest has been lodged. Said protest shall be in writing and state fully the reason(s) for the protest. A protest of a consulting service solicitation must be filed at least 14 days prior to the date for receipt of proposals. A protest of a social service solicitation must be filed at least seven days prior to the date for receipt of proposals. Protests with respect to an award shall be submitted within 14 days after the award has been announced by the agency.

5. Stay of Award During Protest – If a person protests the proposal, an award cannot be made until said protest is resolved. If a person protests an award, then work on the contract cannot commence until the matter is resolved administratively.

6. Decision – The Secretary must notify the protesting party within 10 days after receipt of said protest whether or not the protest is denied or granted. If the protest is granted, the RFP may be amended if possible or canceled and reissued. If the protest is granted as to the award, then the contract will be voided and the remaining proposals may be reevaluated for another selection. If another selection cannot be made or if it appears to be in the best interest of the State, a new RFP should be issued.

7. Appeal – If an aggrieved party is not satisfied with the Department's decision, the party may appeal said decision in writing to the Commissioner of Administration. Such appeals must be made within 14 days of receipt of the Department's decision by the protesting party. The protesting party should fully explain the basis of his appeal. The Commissioner will render a decision in writing within 10 days of receipt of the appeal. The Commissioner's decision is final and an aggrieved party must bring judicial action within six (6) months from receipt of said decision; but an agency may proceed with an award after the Commissioner so decides.

8. Delays – Extension of time frames set forth in 4, 5 and 6 above may occur only with the concurrence of the initiating Office, the protesting party (or parties), and

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

the Commissioner of Administration. The DSS Secretary and Assistant Secretary/Director must submit a written request for extension to the Commissioner of Administration, noting the alternate date agreed to by the agency and protesting party or parties. Written concurrence by the protestor should be attached. Copies of the request and any attachments should be submitted to the Director of DOA/OCR and the DSS Contract Administrator.

H. Contracts for Data Processing Consulting Services

1. Contracts for data processing consulting services in an amount equal to or greater than \$50,000 and less than or equal to \$100,000 shall be subject to all the statutory and regulatory requirements generally applicable to consulting services contracts equal to or greater than \$50,000.
2. Requirements for contracts for data processing consulting services in an amount greater than \$100,000 are the following:
 - a. Procurement Support Team – A procurement support team shall be formed in accordance with the procedures defined herein for every contract for the procurement of data processing consulting services in an amount greater than \$100,000. The formation of a procurement support team shall be accomplished by the DOA/OCR and shall include one or more representatives from each of the following: DOA/OCR; the Attorney General's Office; the initiating Office; and the Legislative Fiscal Office. For data processing consulting services, the Office of Information Services in the Division of Administration serves as a technical advisor to the Procurement Support Team. The procurement support team shall submit a recommendation to the Director of the DOA/OCR concerning the final contract.

At least two members of each procurement support team should have formal training in computer contract negotiations. The Legislative Fiscal Office and the Attorney General's Office shall each designate in writing to DOA/OCR the names of a primary and an alternate team member, and should ensure that at least one of these individuals has received formal training in computer contract negotiations. It shall, thereafter, be the responsibility of each named agency to keep DOA/OCR advised of any changes in designated individuals. At least four members, one from each Office designated, must be present to constitute a quorum.

- b. Procurement Support Team Involvement – Procurement support team participation must include, at a minimum, review of the RFP, review of initiating office evaluation of proposals and award of contract, and review and/or negotiations of contract terms. Procurement requiring a

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

procurement support team will involve the active participation of all the members of the procurement support team as a unit. There will be at least one joint meeting per phase during the process. The procurement support team will make written evaluations and recommendations as a group; these will not supplant written individual agency approvals as required by statute or regulations. The team leader will be designated by the DOA/OCR.

All data processing consulting service contracts in an amount greater than \$100,000 shall be subject to the statutory and regulatory requirements for consulting service contracts in general. The recommendation of a procurement support team member is not to be construed as approval by the initiating Office that team member represents in those cases where formal approval of the final agreements is required.

In situations where formal negotiations with prospective contractors, or a successful proposer, are appropriate, such negotiations will be conducted by a negotiating team appointed by the procurement support team leader. One member of the negotiating team will be designated as lead negotiator. The results of such negotiations will, of course, be subject to all statutorily required reviews. The lead negotiator and at least one other member of the negotiating team should have formal training in computer contract negotiations.

The individual agencies represented on procurement support teams will have the following primary responsibilities. The responsibilities may be enlarged or modified as appropriate to each given situation by the procurement support team with the concurrence of DOA/OCR.

1. Legislative Fiscal Office – The Legislative Fiscal Office shall have primary responsibility for the financial analysis of RFPs and review of funding procedures, and certification of specific appropriation for the purpose prior to the final contract award.
2. Attorney General's Office – The Attorney General's Office shall have primary responsibility for developing the legal terms and conditions of draft contracts, evaluating the legal impact of substantive terms and conditions, reviewing to ensure compliance with statutes and regulations, and legal negotiations.
3. DOA/OCR – DOA/OCR shall have primary responsibility for insuring compliance with RFP procedures and regulations.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

4. The Using Agency (Initiating Office) – The Initiating Office shall have primary responsibility for the determination of the compliance of proposals with the functional requirements, drafting RFP, evaluation of proposals, the award of the contract and for all management decisions at each phase of the procurement.
 5. The Office of Information Technology – The Office of Information Technology shall provide technical staff to the procurement support team. It shall provide advice and support in the area of data processing techniques, negotiation techniques, and reviewing the structure and content of Requests for Proposals.
- c. Procurement Support Team Procurement Schedule – Each using agency contemplating a contract requiring more than \$100,000 of data processing consulting services shall write the Director, DOA/OCR, notifying him/her prior to the drafting of the RFPs; DOA/OCR will then contact the appropriate agencies and obtain from those agencies the names of the individuals designated to participate on the particular procurement support team. DOA/OCR will then designate a team leader; ensure that at least two members of the procurement support team have received formal training in computer contract negotiations; and forward to the team leader the names of the other team members, along with any information received from the using agency.

The team leader will establish a schedule for the procurement activity, define the role and task of each team member, and establish a project file. The initiating Office and all team members are responsible for insuring that the team leader receives a copy of all correspondence and documentation.

At the end of the procurement process one copy of the documentation related to the procurement will be retained on file by written status reports at the end of each phase to the DOA/OCR. Such status reports shall be presented to the DOA/OCR at each regular meeting.

Each member of the procurement support team must review as a minimum the RFP, the initiating Office's proposal evaluation, the award of contract and the final contract. At a minimum, the signature of each team member must indicate this review. Where team evaluations are made, each procurement support team member must sign the evaluation, or his designating or qualifying reports.

In the event that a procurement support team member indicates acceptance or concurrence with an activity, and that procurement support team member's agency subsequently refuses to approve the process pursuant to its statutorily required review, the reviewing agency and the individual procurement support team member must

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

submit to the team leader written reasons for their actions. The procurement support team member shall file these documents in the final activity file.

After a procurement process has been completed, procurement support team members and the initiating Office are encouraged to submit written evaluations of and comments on the process and suggestions for future improvements. Such evaluations, comments and suggestions shall be sent to DOA/OCR.

- d. Emergency Procurement – Procurement of data processing consulting services in an amount greater than \$100,000 under emergency conditions shall involve a procurement support team designated by the DOA/OCR and under the direction of a team leader designated by the DOA/OCR.

I. Contracts Secured by RFP

Two packages (one for DSS Contract Review and one for DOA/OCR) containing the following documents must be submitted to DSS Contract Review when submitting the original contract for processing:

1. Selection memorandum signed by the agency head.
2. Proof of advertisement in accordance with [R.S. 39:1503](#).
3. Summary of Proposal grades and grading sheets.
4. List of Social Services Providers, or
5. Verification that recent Pre-Qualified Offerors List was used (*Consulting RFP*).
6. Request for Proposal.
7. Winning Proposal.
8. Award letter and loser letters.
9. Copy of the Secretary’s memorandum/note approving original release of RFP.
10. Contract which includes the following clauses:

- a. Entire Agreement

This contract, together with the RFP and addenda thereto by the Department, the proposal submitted by the contractor in response to the Department’s RFP, and any exhibits specifically incorporated herein by

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

reference, constitute the entire agreement between the parties with respect to the subject matter.

b. Order of Precedence

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

VIII. DETERMINATION OF RESPONSIBILITY AND CERTIFICATION REQUIREMENTS

A. Determination of Responsibility

Any Office of the Department seeking to contract must establish that any offeror meets the following standards as they relate to the particular procurement under consideration:

1. Adequate financial resources for performance; or ability to obtain such resources as required during performance;
2. Necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements);
3. Ability to comply with the proposed or required time of delivery or performance schedule;
4. Satisfactory record of integrity, judgment and performance (contractors seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall, in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement);
5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations;
6. If a contract for consulting services is for \$50,000 or more or for social services for **\$*250,000**** or more, the head of the submitting agency has prepared, signed and placed in the contract file a statement of the facts on which a determination of responsibility was based.
7. On subcontracting, it has been established that contractor’s recent performance history indicates acceptable subcontracting systems; or major subcontractors have been determined by the head of the submitting agency to satisfy standard.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

An offeror shall present acceptable evidence of ability to obtain financial resources, experience, organization, technical qualifications, skills and facilities, to perform the services of the contract.

No contract shall be awarded to any person or firm unless the Assistant Secretary/Director of the initiating Office has determined that the independent contractor is responsible within the meaning of this section.

A completed certification letter (Department of Social Services' Summary of Information Form – [Adobe version/Word version](#)) must accompany the contract.

B. Certification Requirements

Each Office of the Department seeking approval to enter into a proposed contract prior to signature by the appropriate Assistant Secretary/Director and before submittal to DOA/OCR, shall assure that all certification requirements outlined below are met.

1. Either no employee of that Office is both competent and available to perform the services called for by the proposed contract; or the services are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis.
2. The services are not available as a product of a prior or existing professional, personal, consulting, or social services contract.
3. A written plan has been developed which provides for:
 - a. The assignment of specific office personnel to a monitoring and liaison function; identity of individual or staff unit responsible for monitoring contract; their location; and phone number.
 - b. Summary of the Monitoring Plan – This must include periodic review of interim reports or other indications of performance to date, etc.
 - c. Specifying the ultimate use of the final product of the services.
4. A cost-benefit analysis has been conducted, which indicates that obtaining these services from the private sector is more cost-effective than providing these services by the Agency or by a non-financial agreement with another state agency, to include both a short-term and long-term analysis.
5. The cost basis of the contract and how it was determined to be justified and reasonable.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

6. The specific goals and objectives of the contract which must be clear, measurable and time bound.
7. The methods to be used to measure and determine contract performance.
8. The DSS Contract Manager will submit a completed monitoring report to DOA/OCR within 60 days after termination of the contract.

IX. TYPES OF CONTRACTS AVAILABLE

Subject to the limitations specified below, any type of contract that promotes the best interests of the State of Louisiana may be used.

Utilization of the Cost-Plus-A-Percentage-Of-Cost Contract is specifically prohibited by [R.S. 39:1510](#) for use by any Department of State Government.

A. Cost-Reimbursement Contract

The Department may utilize this type contract for professional, personal, consulting, or social services contracts; however, each cost-reimbursement type contract shall include the stipulation that Contractors shall not enter into any cost-reimbursement type subcontract without first obtaining from the Department and/or Office specific written approval for such action.

No contractor shall enter into any type subcontract without first requesting and obtaining from the Department and/or its Office specific written authority to engage in such a subcontract.

B. Unit Cost Contract

This type may be used to set cost per service, i.e. per hour, per client, per unit of transportation, etc.

C. Fee Schedule

This type may be used if there are a variety of charges needed to accomplish delivery of service.

D. Multi-Year Contract

Unless otherwise provided in the statutes making appropriations thereof, a contract for professional, personal, consulting, social services, or for an interagency contract may be entered into for periods of not more than three years (36 months). All applicable

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

contracts in excess of one year (12 months) shall be submitted to DOA/OCR with written justification of the need for a multi-year contract. Such justification shall establish or consider the following:

1. Funds for the first year of the contemplated contract are available at the time of contracting; and payment and performance for succeeding fiscal years shall be subject to the availability of funds thereafter.
2. Information sufficient to establish that:
 - a. estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - b. such a contract will serve the best interests of the State by encouraging effective competition or otherwise promoting economics in State procurement.
3. When a contract has been approved which requires monies in a subsequent fiscal appropriation to be used to continue funding, an original and one copy of the BA-22 must be sent to DSS Contract Review no later than July 1 of the appropriate fiscal year. The BA-22, which serves as the release order for continued funding, shall identify the contract and include identification numbers assigned by CFMS and DOA/OCR. DSS Contract Review will submit these BA-22's to DOA/OCR. Also, submit one copy to the appropriate fiscal section.

The following clause should be included in a multi-year contract: "If funds for subsequent year(s) are not available, contract will terminate immediately."

4. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent year of multi-year contract, the contract for such subsequent year shall be canceled and the contractor shall be reimbursed in accordance with the terms of the contract for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under the contract. The cost of cancellation may be paid for by:
 - a. appropriations currently available for performance of the contract;
 - b. appropriations currently available for procurement of similar services and not otherwise obligated; or
 - c. appropriations made specifically for the payment of such cancellation costs.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

E. Contracts for Services as Defined by R.S. 39:1556 (22) (23)

"Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include:

- a. Employment agreements or collective bargaining agreements.
- b. Personal, professional, consultant, or social services as provided by [R.S. 39:1481](#) through [R.S. 39:1526](#).
- c. Services performed by lawyers as provided by [R.S. 42:261](#) through [R.S. 42:264](#).
- d. Services performed by an architect, engineer, or landscape architect as provided by [R.S. 38:2310](#) through [R.S. 38:2314](#).

Contracts for these services may be used by the Department and are considered to be biddable contracts requiring the approval of State Purchasing and not DSS Contract Review or DOA/OCR. Examples of these services are collection services, food services or pharmaceutical services where the contractor is allowed to retain or is paid a percentage of monies collected as a fee for services.

X. CONTRACT CONTENT

A standard contract (CF-1) has been developed for the execution of contracts for professional, personal, consulting, social services, and interagency contracts and is available upon request from DSS Contract Review.

A. Minimum Contract Content

All contracts for professional, personal, consulting, social services, and interagency contracts entered into by any Office of the Department of Social Services shall adhere to applicable provisions of the Revised Statutes and shall contain, at a minimum, the following:

- 1. Description of the work to be performed and objective to be met.
- 2. Description of reports or other deliverables to be received, when applicable.
- 3. Date of reports or other deliverables to be received, when applicable.
- 4. On consulting services, written approval must be requested by the contractor prior to any personnel substitution.
- 5. Each contract shall contain a date upon which the contract will begin and terminate.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

6. Contracts funded fully or in part by Federal funds shall meet all applicable Federal standards and shall contain all necessary clauses required by Federal statutes, rules, or regulations. The burden of assuring compliance with Federal regulations shall rest with the contracting Office of the Department. This requirement shall be in addition to meeting all contract content guidelines in [R.S. 39:1481-1526](#) and [LAC 34:V.109](#).
7. When the contract includes travel and/or other reimbursable expenses, it must include language stipulated in (a) and (c) or (b) and (c) below:
 - a. Travel and other reimbursable expenses shall constitute part of the total maximum payable under the contract; or
 - b. No more than (a certain sum) of the total maximum amount payable under this contract shall be paid or received as reimbursement for travel and other reimbursable expenses; and
 - c. Travel expenses shall be reimbursed in accordance with Division of Administration [Policy and Procedures Memorandum 49](#) (the State General Travel Regulations).

Exceptions may be granted only by the Commissioner, Division of Administration and shall be requested by the initiating Office before submitting a contract as completed. The Division of Administration will grant such exceptions only on a limited basis when compelling cause is shown, and written justification is submitted showing that such an exception is in the best interest of the State.

When contracts are initiated which provide for travel and/or other reimbursable expenses, the initiating Office shall develop and utilize a form that provides for the systematic recording of such expenses.

8. Circumstances under which the contract can be terminated, with or without cause.
9. Remedies for default.
10. Terms of Payment Clause: If progress and/or completion of services are provided to the satisfaction of the initiating Office, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.) The contractor is obligated to submit final invoices to the initiating Office within 15 days after termination of the contract.

Payment will be made only on approval of _____. (Stipulate individual, position, or staff unit responsible).

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

11. When applicable, contractors shall be required to provide a budget indicating the approximate expenditures under the terms of the contract for salaries, including related benefits, travel, supplies, equipment and other items.
12. Indicate whether the contractor is profit or non-profit in order to determine if a 1099-Misc is to be issued.
13. The contract shall contain the amount of maximum compensation. This maximum must include all payments, fees, travel expenses, etc. to be reimbursed under the contract. When applicable, amounts may be stated by category and then as a comprehensive total.

B. Mandatory Clauses

1. **Assignability Clause:** All contracts shall contain a clause providing that the contractor shall not assign any interest in the contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the using agency thereto, provided, however, that claims for money due or to become due to the Contractor from the using agency under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department's contracting Office and the Director of the DOA/OCR.
2. **Right to Audit Clause:** Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to inspect and review all books and records pertaining to services rendered under the contract.

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

- a. Any subrecipient contractor who expends **\$*500,000**** or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of [OMB Circular A-133](#), Revised June 24, 1997, *Audits of States, Local Governments, and Non-Profit Organizations*. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exception to an annual audit are those exceptions as noted at §____. 220 of [OMB Circular A-133](#).

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

- b. Any subrecipient contractor who expends less than **\$*500,000**** in federal funds from all sources and who is subject to the provisions of [R.S. 24:513](#) (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of [R.S. 24:513](#) include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- c. Any subrecipient contractor who expends less than **\$*500,000**** in federal funds from all sources and is not subject to the provisions of the [R.S. 24:513](#) (State Audit Law), then no audit is required.
- d. Any subrecipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code [Title 34:V:134](#).

Contractor subrecipient shall inform Agency thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract or grant should be attached. The subrecipient contractor should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.

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

- 3. Confidentiality Clause: The contractor shall abide by laws and regulations that safeguard client confidentiality and agency information.
- 4. Fund Use Clause: No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority.

Contracts with individuals, such as physicians, shall be exempt from the Fund Use Clause.

5. Record Retention Clause: Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment or as described in 45 CFR 74:53 (b) whichever is longer.

The initiating Office may require a longer period of record retention if so required by funding sources. If Medicare reimbursable, records shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).

6. Civil Rights Clause: Contractor hereby agrees to adhere to the mandates of Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Sec. 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246 as amended; the Americans with Disabilities Act of 1990, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services. Contractor agrees that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status or any other non-merit factor.
7. Responsibility for Tax Clause: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under Tax identification # _____.
8. Availability of Funds Clause: Contractor further agrees and realizes that this agreement, although partially executed, is subject to and conditioned upon the availability and appropriation of Federal and/or State funds, that no liability or obligation for payment will develop between the parties or to the (*initiating agency*), or (*Assistant Secretary/Director*) until this agreement has been approved by the Director of DOA/OCR.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

9. Check Payable Clause: It is agreed that in consideration for the goods delivered or services performed, the (*initiating office*) shall make all checks payable to the order of (*name and mailing address*) in the amounts as expressed or specified in the agreement.

10. State Employee Clause: Contracts with individuals shall include a provision that should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, contractor must notify appointing authority of any existing contract with the State of Louisiana and notify the contracting Office of any additional state employment.

11. Subcontract Clause: Any subcontract for services or work contemplated under this agreement must be appropriately documented in the proposal and contract and approved by reference; or contractor shall refrain from entering into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of Agency (which approval shall be attached to the original agreement). Any subcontracts approved by the Agency shall be subject to such conditions and provisions as the Agency may deem necessary; provided, however, that unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by provider of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided further, however, that no provisions of this clause and no such approval by Agency of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the contractor of the responsibility for the performance of any subcontractor.

12. Materials/Property Clause: When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets or any other materials related to this contract become the property of the State.

13. Disallowable Clause: In the event the Agency determines that certain costs which have been reimbursed to the contractor pursuant to this or previous agreement are not allowable, the Agency shall have the right to "off set" and withhold said amount from amount allowed due the contractor under this agreement.

14. Hold Harmless Clause: 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,

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

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 commission of the Contractor, its agents, servants, and employees or any and all costs, expense and/or attorney fees incurred by the Contractor as a results of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, Representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

15. Pro-Children Act Clause: Provider will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
16. Legislative Auditor Clause: If applicable, at least by the end of each 6 month period of the above mentioned contract, the contractor must submit to Agency a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.
17. Termination for Convenience Clause: The Agency may terminate the contract at any time by giving written notice to the Contractor of such termination and negotiating with the Contractor an effective date thereof.
18. Termination for Cause Clause: The Agency may terminate the Contract for cause based upon the failure of the Contractor to comply with the

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

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

19. Remedy for Default Clause: Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to R.S. 39:1524-1526.

C. Attorney Provisions

A standard contract form has been developed exclusively for Attorney Contractors.

The following provisions must be included for any attorney under professional contract:

1. The attorney shall submit his fee by sworn affidavit. The affidavit shall contain a detailed statement of the number of hours actually worked, giving the dates and time of day and a description of the work performed. This requirement is in compliance with R.S. 49:251.3.
2. This contract shall not include any tort litigation of workmen's compensation services.
3. This attorney has ____ years of experience in practicing law.
4. These legal services are to be provided under the immediate supervision of the staff of the State and subject to secondary review by the Department of Justice, Office of the Attorney General.
5. The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, worksheets or any other materials of either party related to this contract. The State further agrees that it will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or other materials of Counsel or State related to this contract.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

D. Advance Payment Provisions

If advance payments are approved by the terms of this contract, payments may be made to the contractor in advance of services being performed if the following conditions are met:

1. The contracting Office shall attach to each copy of the contract a written certification signed by the Assistant Secretary/Director that an advance is necessary in order to provide the services at the lowest total cost, and there is no other cost effective source of such advance funding.
2. The Director of DOA/OCR approves the advance funding.
3. Except as otherwise provided by law, the amount of such advance shall be limited to a sum not to exceed 20% of the total contract amount (12 ½% if social services). If the social services contract is federally funded by 75% or more, the advance can be up to 20% of the contract total.
4. The contracting Office shall include a letter from the contractor requesting the advance and giving reasons why it is necessary.
5. If federal funds are being advanced, the contract must have attached to each copy written confirmation or copy of federal regulations from the respective DSS agency heads that the federal funding source provides for an advance.
6. State funds may not be used to pay an advance on a federally funded contract unless a “seeded” appropriation has been established for this purpose. In this event, documentation of the existence of this account must be attached to each copy of the contract.
7. The contractor shall not receive more than one (1) advance per 12-month period. Amendments to increase contract amount only shall not require advance payments and will not be considered for advance payment.
8. On a multi-year contract, if the Federal program allows, recoupment may occur at the end of the *last* year of the contract period.
9. The contract must include a stipulation for recoupment of the advance.
10. Advances are permitted to non-profit agencies only.

E. Property/Equipment

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

When an Office has determined that it is in the best interest of the State for title to any equipment purchased under the terms of the agreement to vest in the State, then the following minimum language must be included in a contract:

It is agreed and understood that ownership of all purchases made pursuant to this contract, which are classified as equipment purchases, shall vest in the State and may be claimed by the State upon termination of the contract or whenever such equipment is not used in conformity with the provisions of this agreement. Additionally, contractor agrees to abide by all applicable terms and conditions of State bid laws and property regulations.

A definition of equipment under the terms of a contract shall be the responsibility of the initiating Office.

When title vests in State, such purchases must be made through the Division of Administration, State Purchasing. Procedures to make such equipment purchases shall be established through the Office of Management and Finance, Fiscal Services. It is the initiating Office's responsibility to assist Contractors in this matter.

F. Optional Clauses

For clauses which must be utilized when required by subject matter or Federal funding sources, recommended language is as follows:

1. Termination

a. Bankruptcy

The contract is also subject to termination upon filing a petition under Federal Bankruptcy Law or 30 days after the filing of such petition by or against the Contractor, unless such petition shall have been dismissed during such 30-day period.

b. Rights Upon Termination or Expiration

In the event the contract is terminated for any reason, or upon expiration, the Agency shall retain ownership of all work product and documentation in whatever form.

2. Force Majeure

The Contractor or Agency shall be excused from performance under the contract for any period that the Contractor or Agency is prevented from performing any services in whole or in part as a result of an Act of God, strike, war, civil

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

disturbance, epidemic or court order, provided the Contractor or Agency has prudently and promptly acted to take any and all corrective steps that are within the Contractor's or Agency's control to ensure that the Contractor or Agency can promptly perform. Subject to the provision, such non-performance shall not be default or a ground for termination.

3. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandates dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

4. Clean Air Act

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5. Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

6. Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

7. Patent and Other Proprietary Right Indemnity

Contractor warrants that all materials and/or products produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any claim by any third party against Agency, or State of Louisiana, Agency shall promptly notify Contractor and Contractor shall defend such claim, in Agency's name, but at Contractor's expense and shall indemnify and hold harmless Agency and the State of

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

Louisiana against any loss, expense, or liability arising out of such claim, whether or not such claim is successful. The Agency agrees to fully cooperate with the Contractor in the defense of any such action and recognizes that Contractor shall have full control of any defense or settlement of the claim.

G. Required Signatures

All contracts shall be signed as approved by the provider. At least one copy of each contract shall bear an actual, non-facsimile signature of all parties: Contractor, Assistant Secretary (OCS and OFS) or Director (LRS); and when applicable, Undersecretary, Deputy Secretary and Secretary.

All contracts originating in any Office of DSS are to be submitted to the Assistant Secretary/Director for that Office as the first step in the final review and approval process.

If the contract is approved by the Undersecretary (OM&F), and/or Assistant Secretary (OCS and OFS), and/or Director (LRS) he/she will sign:

1. Contract
2. Summary of Information Form ([Adobe version](#)/[Word version](#))

Delegation of signature authority to a level below Assistant Secretary/Director will be accepted only when formal, written approval by the Secretary of DSS and DOA/OCR has been secured; and such approval has been submitted to DSS Contract Review.

XI. SUBMITTAL PROCEDURES FOR FINAL REVIEW AND APPROVAL

- * A. No contract/amendment shall be valid, nor shall the state be bound by the contract, until it has first been executed by the head of the using agency, or his designee, which is a party to the contract and the contractor, and has been approved in writing by the director of the office of contractual review.
- B. In cases where the head of the using agency wants to delegate authority to one or more of his subordinates to sign contracts on behalf of the agency, this delegation must be made in accordance with regulations of the office of contractual review and shall be subject to the approval of the office of contractual review. The Secretary of DSS has authorized and OCR has approved delegation of signature authority to the Undersecretary with the Assistant Secretary (OCS and OFS), and/or Director (LRS) signing the same contracts as parties thereto.
- C. DSS Contract Review has delegated authority to approve contracts that do not exceed \$20,000. **

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

A contract should be submitted to DSS Contract Review in sufficient time to be submitted to and approved by DOA/OCR prior to its effective date. All copies of a contract and support documentation must be attached and legible.

The original only of all DSS contracts approved by the Assistant Secretary/Director shall be submitted to DSS Contract Review for review and submittal to the Undersecretary for signature, if applicable. This also applies to contracts over \$10,000 but not exceeding \$20,000. These contracts do not require DOA approval, but do require the signature of the Undersecretary. If the Undersecretary's signature is required, the Undersecretary shall return it to the initiating Office for copying and resubmittal to DSS Contract Review.

If the contract exceeds \$2,000 and does not exceed \$10,000, the initiating Office shall submit the original and four (4) copies to DSS Contract Review for approval. All other contracts shall be submitted as follows:

A. Number and Types of Information to Be Submitted

1. Number of Copies
 - a. Submit original and six copies of contract signed by the Assistant Secretary/Director and/or the Undersecretary
 - b. Submit one additional copy if the contract is for legal services
2. Form BA-22 must be completed and attached as the last page to each copy of the contract and the amount must match the amount of the contract .
3. Contracts involving a sum in excess of \$100,000 or a fee in excess of \$80/hour are to be accompanied by a detailed budget proposal and/or justification of budget or fee.
4. A Summary of Information (SOI) ([Adobe version](#)/[Word version](#)) must be completed in the originating unit, signed by the Assistant Secretary/Director/Undersecretary of the initiating Office and attached to each copy of the contract. The SOI form contains the certification required by DOA in R.S. 39:1497.
5. If a Contractor is incorporated, proprietary or non-profit, a formal dated Board Resolution supporting the contract action must be secured and attached to each copy of the contract.

If a partnership, a letter from other partner(s) agreeing to enter into the contract must be submitted.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

6. For Profit Corporations – Disclosure of Ownership – [R.S. 39:1498](#) requires all for-profit corporations to file a [Disclosure of Ownership Affidavit](#) with the Louisiana Secretary of State’s Office before contracting with state government. The filing cost is \$20. Exempt from this requirement are:

- Non-profit corporations.
- For-profit corporations whose stock is publicly traded.
- Corporations performing service in less than 30 days.

Evidence that the disclosure has been filed will be the Secretary of State’s stamp on the affidavit. The affidavit will be attached to the Contract.

7. Letter from Undersecretary/Assistant Secretary/Director of the initiating Office justifying reasons for delay, if the contract is submitted to DSS Contract Review over 60 days past the effective date of the contract.

8. Multi-year contracts (over 12-month period) must have attached a written justification which addresses all required areas as outlined in IX. D.

9. Out-of-State Contractors (Not applicable for contracts of 30 days or less. This limit applies to service dates, the actual number of working days, not the contract effective and termination dates).

a. Attached written justification from the Undersecretary and/or Assistant Secretary/Director, for contracting with out-of-state contractor, rather than in-state contractor. The initiating Office must certify that to the best of its knowledge no contractor within the State can reasonably render such specialized service. This certification may be provided in the form of a letter. This requirement is added as per Senate Concurrent Resolution 97 of the 1982 Legislative Session.

b. For corporations only, attach to the contract a copy of the filed [Application for Certificate of Authority to Transact Business in Louisiana](#) issued by the Louisiana Secretary of State. This grants authority to the out-of-state firm to do business in the State of Louisiana. This is not applicable to individuals.

10. If the contract is with a current state employee engaged in an approved medical, nursing, or allied health occupation, attach a written certification from head of agency/facility and Assistant Secretary/Director of employing Office that they have reviewed and approved the contract as written and that services will be performed outside the employee’s usual and customary working hours. Contracts with faculty members of higher education must be approved in writing

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

by the president or designee of the college or university employing the faculty member. Designee must be approved through DOA/OCR.

11. For consulting services, a resume' for the consultant or key personnel is to be attached to each copy of the contract. The resume' may be referenced in the contract as an attachment or appendix. Also attach a copy of a resume' to an attorney contract.
12. Attach copy of license, when appropriate, to each copy of the contract.
13. When advancing federal funds, attach to each copy of the contract written confirmation or copy of regulations from the respective agency heads that the Federal funding source provides for the advance. This can be specific to funding source and not to a specific contract.

B. Review Process by DSS Contract Review

1. DSS Contract Review receives the contract, date stamps, and posts the date received in the CFMS (Contract Financial Management Subsystem).
2. DSS Contract Review reviews the contract to ensure that all mandated terms, as outlined in this policy, are satisfactorily addressed. If errors or omissions are identified, the contract is returned to the initiating Office for correction.
3. DSS Contract Review will forward to the Office of the Secretary for review and signature those contracts requiring review and signature of the Office of the Secretary. The Undersecretary will sign and return the contract to the initiating Office.

C. Civil Service Review and Exemptions

DSS Contract Review forwards all non-exempt contracts and amendments, in original form, to the Office of the Director of Civil Service. Civil Service does not review interagency contracts.

The Civil Service review determines whether a State Civil Service employee can/cannot provide the service. If Civil Service disapproves the contract, it is returned to DSS Contract Review with an explanation. All copies of the contract are then returned to the initiating Office by memorandum requesting corrections, further explanation, etc. If Civil Service approves the contract, the signature page is stamped approved and returned to DSS Contract Review. Civil Service retains one copy of the contract or amendment.

DSS Contract Review sends a copy of each Civil Service transmittal letter to the initiating Office as notification that said contract(s) has been forwarded to Civil Service.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

The following types of contracts have been exempted from the Civil Service approval process either through Civil Service General Circular #769 or subsequent correspondence and, therefore, do not need to be submitted for a Civil Service review. If there is a doubt regarding the exemption of a contract by Civil Service, the contract should be submitted for review.

FOR ALL AGENCIES

1. Training contracts and workshops for a period of 30 days or less.
2. Medical contracts for amounts not exceeding \$30,000 for physicians, psychiatrists, psychologists, dentists, veterinarians, occupational therapists and physical therapists.
3. Legal and claims investigation contracts with the Office of Risk Management.
4. JTPA contracts
5. Actuaries
6. Architects
7. Entertainers
8. Guest lecturers
9. Expert witnesses
10. Services needed during a crisis situation such as loss of accreditation of a state hospital; imminent loss of life and certain hazardous environmental situations.
11. Services performed by an independent contractor with no employer-employee relationship for work of limited duration (6 months or less) with a specific end date at which time the contractor delivers an end product, leaves the premises, and does not return.
12. Custodial or security guard services for a leased building or office space provided the contract will not cause need for a layoff.
13. Transcription services for an agency conducting hearings upon which hearing officers must depend in order to review cases and issue opinions.
14. Any contract with a maximum amount payable of not more than \$20,000 for the fiscal year.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

15. Contract amendments except those that raise the cost of the contract.
16. Supervising teachers and principals at universities.
17. Legal contracts from universities.
18. Education consultants and research contracts from the Board of Regents.
19. Interagency agreements involving only fund transfers.
20. Performance based energy efficiency contracts.
21. Underwriter contracts for bond issuance.

FOR DHH/DSS

1. Transportation for individuals to health and social resources to conduct necessary household business.
2. Day care for children.
3. Out-of-home and in-home respite care.
4. Supervised apartment living services and supported living.
5. Adult day services (adult habilitation) and infant habilitation.
6. Low-income home energy assistance program.
7. Weatherization assistance program for low-income people.
8. Gary W. Classmember contracts – Independent living services; Tutorial services; Speech and occupational therapy, Basic habilitation services; Supported work programs; Residential/supervised apartment living; Any other home and/or individualized care.
9. Training for foster parents.
10. Emergency physicians coverage at Charity Hospitals.
11. Annual campaign to vaccinate dogs and cats against rabies through the Office of Public Health.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

12. In-home (homemaker) care for disabled adults and families in crisis situations.
13. Substitute foster care for children and substitute family care and family support.
14. Sign language interpreter services for the deaf in situations authorized by the DSS OCS. Also, to sign language classes in local communities.
15. Independent living services. DSS only.
16. Training contracts for staff training on foster care and child abuse. DSS only.
17. In-home therapy to suspected child abuse parents. DSS only.
18. Refugee services includes English language training, skills training, social adjustment, etc. DSS only.
19. Doctors assisting claims processing personnel with the interpretation of medical information and the adjudication of disability applications in OFS/DDU.
20. Distribution of Telecommunication Devices for the Deaf (TDD) and needed training for these by LRS.
21. Dual-party telephone relay 24 hours a day, 7 days per week which is utilized by LRS. This service provides relay from a TDD to and/or from a deaf person via telephone.
22. Educational services, including transportation, provided under FIND Work if the service is provided by a school board or university or a vocational technical institution.

FOR LRS

1. Interpreting and translating for persons who are deaf and/or blind.
2. Provide instruction for the blind and visually impaired in technology to assist them in employment.
3. Provide impartial hearing officers to conduct fair hearings to resolve disputed issues between the applicants/clients and LRS.
4. To acquire and renovate buildings to expand rehabilitation and placement services (including pre-vocational and transitional services).
5. Provide a training and employment program for eligible persons.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

6. Professional medical consulting services, including psychologists.
7. Personal assistance services (formerly known as personal care attendant services).

FOR OCS

1. Develop and implement a recruitment plan to recruit foster and adoptive families for the children in DSS's care.
2. Provide preventive counseling services to families at risk for child abuse or neglect.
3. Provide trained volunteers to teach parenting skills to at-risk mothers who are still in the hospital and are experiencing stress and difficulty coping.
4. Parent support programs and public education to prevent child abuse and neglect. These educational campaigns are designed to teach individuals and communities about child abuse and their role in its prevention.
5. FINS – Provide a comprehensive family-systems approach to addressing social needs to juvenile offenders and their families. Services provided by judges or courts.
6. Provide psychological services for children referred to OCS as suspected victims of child abuse or neglect.
7. Provide a home visiting program to serve first-time mothers who are either pregnant or the child is not over two weeks of age.
8. Provide training for the investigation and judicial aspects of child abuse and neglect.

FOR OFS

1. Provide "Job Readiness" – Job search skills training, job interview techniques, and resume preparation.
2. Provide "Job Search" – Interviews with arranged potential employers, maintenance of job pool, documentation of job searches, etc.
3. Provide vocational education – Job-related remediation in areas such as reading, math GED instruction, vocational training, etc.
4. Provide job placement – Services required for employment.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

5. Provide “job retention” – Participants are assigned to a working supervisor to learn basic work habits.
6. Provide job skills – Develop specific marketable job skills (usually taught by teachers).
7. Provide job development placement – Consists of any activity on behalf of participants to develop jobs or discover job openings and to market participants for these openings. Activities to secure job interviews.
8. Provide child care resources and referral services for the Child Care program. These are activities to inform people of available services, to provide educational resources and referrals to child care centers that serve children with special needs.
9. Provide pregnancy prevention services to a target population ranging in age from 11-19 years to reduce the number of unwed mothers. This creates a school and community-based program to present age appropriate educational material to parents and caretakers.
10. Provide child care staff training/career development for child care givers.
11. Psychologists to perform psychological evaluations for Disability Determinations Services.
12. Blood testing for all IV-D referrals.
13. Nutrition education to improve the health and quality of food stamp families.
14. Provide a television training program (with LPB) to be viewed by child care professionals to obtain credit toward a child care license.
15. Provide pick-up from school and tutoring services for participants in the FIND Work program.
16. Assist claims processing personnel with the interpretation of medical information and the adjudication of disability applications.

D. Special Review, If Applicable

1. Attorney General – Contracts for legal services will be submitted to the Attorney General for approval of the fee structure. Contracts with Louisiana District Attorneys do not require this approval.

| | | |
|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

2. Office of Risk Management – Contracts for legal services will be submitted to the Office of Risk Management for concurrence.
3. Legislative Auditor – Contracts that provide for financial auditing of State agencies will be submitted to the Legislative Auditor for review and approval.
4. Office of Telecommunications Management – Contracts that contain elements of telecommunication service will be submitted to the Office of Telecommunications Management for review and approval (only applicable to consultant contracts involving phone systems).

E. Division of Administration Review

DSS Contract Review forwards approved contracts to the Director of DOA/OCR for final review and approval.

DSS Contract Review sends a copy of each transmittal letter to the initiating Office as notification that said contract has been approved at the highest authority in DSS, by Civil Service and other special reviews, if applicable, and is being submitted to DOA/OCR.

DOA/OCR will review each contract to assure compliance with required terms and secure review from the Division of Administration’s Budget Office. One copy of each contract is retained by DOA/OCR.

F. DSS Final Review

Contracts approved by DOA/OCR will be returned to DSS Contract Review which then creates a file and retains the original copy of the contract; returns copies to the point of origin and provides a copy of the contract to the Office of Management and Finance – Fiscal Services, if applicable. It is the responsibility of the initiating Office to provide a copy of the contract to the contractor.

When it is not possible to process or approve a contract for any reason or at any stage of processing, it will be returned by DSS Contract Review to the point of origin indicating what revisions are necessary. If the Initiating Office resubmits the contract, it must be routed through DSS Contract Review.

XII. CONTRACT PAYMENTS

Payments on any contract initiated by a DSS Office shall be made based on the following criteria:

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|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

- A. Contracts must be approved by the Department of Civil Service, if applicable, and the Division of Administration, if applicable, before invoices are processed for payment. Any exception must be requested by the Assistant Secretary/Director and approved by the Undersecretary in writing and submitted to the appropriate fiscal personnel for action.
- B. In order to process an invoice for payment, the invoice must be approved by the person/position/section identified by the Office as responsible for the administration and monitoring of the contract.
 - 1. Original and one copy of each invoice should be submitted to the appropriate Fiscal Office. Invoices should reflect the legal name of the Contractor (no abbreviations), CFMS number, and DOA number, if applicable.
 - 2. Line items need to be monitored and within budgeted amounts before submitting the invoice to Fiscal.
- C. In cases where contracts do not require invoices but indicate designated amounts to be paid at specified intervals, the contracting Office within DSS responsible for the administration and monitoring of the contract must provide written authority to the appropriate fiscal personnel to release the payment.
- D. Advance payments to contractors can be made only when such are incorporated as part of the terms of the contract and a stipulation for recoupment of the advance has also been included.
- E. Any undue pressure to expedite the processing of a contract or a contract payment should be called to the attention of the Undersecretary.

XIII. CONTRACT MODIFICATION/AMENDMENT

* No contract modification/amendment shall be valid, nor shall the state be bound by the contract, until it has first been executed by the head of the using agency, or his designee, which is a party to the contract and the contractor, and has been approved in writing by the director of the office of contractual review.

In cases where the head of the using agency wants to delegate authority to one or more of his subordinates to sign contracts on behalf of the agency, this delegation must be made in accordance with regulations of the office of contractual review and shall be subject to the approval of the office of contractual review. The Secretary of DSS has authorized and OCR has approved delegation of signature authority to the Undersecretary with the Assistant Secretary (OCS and OFS), and/or Director (LRS) signing the same contracts as parties thereto. **

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|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

A contract, which was originally initiated for one year (12 months), may be extended for an additional period – up to three years (36 months) provided the services are continuing and the fees or costs are stable. This is contingent on the initiating Office submitting in accordance with A. below and submitting in sufficient time for all required reviews to be completed prior to the termination date. At a minimum, such amendments should be submitted to DSS Contract Review one month prior to termination. Any Office requiring technical assistance in this area may contact DSS Contract Review.

A standard contract amendment format has been developed which should be utilized for the execution of amendments to professional, personal, consulting, social services contracts and interagency agreements. It is available upon request from DSS Contract Review.

A. Submittal to DSS Contract Review

1. Each amendment shall include: Amendment #, (example: #1 [first amendment], #2 [second amendment], etc.) CFMS #, and DOA #, if applicable in the upper right corner; the revision being initiated by the amendment; and the date the amendment becomes effective.

The signature of the contractor on the amendment shall be the same as the original contract. If different, a revised board resolution must be attached.

2. The original and six copies of the contract amendment must be furnished to DSS Contract Review.

If the original contract was under \$20,000 and the amendment will increase the contract beyond \$20,000, a copy of the contract must be attached to one copy of the amendment.

When an amendment causes the total amount of the contract to exceed \$20,000, the amendment must be approved by DOA and, if not exempt, Civil Service.

3. Form BA-22 must be completed and attached to each copy of the contract amendment, when contract funds are involved.
4. If an amendment extends a contract beyond one year (over 12 months), justification for a multi-year contract must be attached and signed by the Undersecretary/Assistant Secretary/Director of the initiating Office. The request for extension beyond one year must include and adhere to those requirements set forth in this policy.
5. No amendment will be accepted which proposes to amend or modify a contract that has terminated.

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|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

B. Submittal to DOA/OCR

DSS Contract Review will forward all contract amendments causing the total amount of the contract to exceed \$20,000 to the Director of DOA/OCR for final review and approval. This also includes all amendments to contracts approved by DOA/OCR.

DOA/OCR will review each contract amendment/modification to assure compliance with required terms and secure review and approval from the Division of Administration, Budget Office.

The Division of Administration will return the contract amendment to DSS Contract Review noting a final decision. DSS Contract Review files the amendment and copies of the amendment are returned to the point of origin. A copy is issued to OM&F – Fiscal Services, if applicable.

A contract amendment is not to be implemented until it has approval of DOA/OCR unless the amendment is decreasing the contract period or amount.

XIV. TERMINATION OF A CONTRACT

When a contract is terminated prior to the termination date stated in the contract, the contracting Office shall notify DSS Contract Review in writing. The notification shall include the name of the Contractor, CFMS number, DOA number, if applicable, the date of termination and the reasons for the termination. Include the original and one copy for DOA/OCR, if applicable. Also, submit one copy to the appropriate fiscal section.

If the contracting Office wishes to recoup any unexpended funds for use in other contract work, an adjusted BA-22 should also be attached to the notice of termination. An original and one copy of this information shall be submitted to DSS Contract Review. DSS Contract Review will forward a copy to DOA/OCR. Also, submit one copy to the appropriate fiscal section.

XV. RESOLUTION OF CONTRACT DISPUTES

When DOA/OCR does not approve a contract, it returns the contract with written reasons for disapproval to DSS Contract Review and this information will be returned to the Initiating Office. When a contract is disapproved, the Department has the option to secure additional information supporting the action and resubmit it to DOA/OCR; or, if that is not successful, either the Department or the DOA/OCR may request the Commissioner of the Division of Administration to review and make a final determination. Requests for such reviews are to be coordinated by DSS Contract Review and transmitted by the Undersecretary of the Department.

The role of the Division of Administration and the Attorney General’s Office as well as legal and contractual remedies are detailed in [R.S. 39:1522-1526](#).

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|---|--------------------------|-------------------------------------|
|  | Agency Name | Department of Social Services (DSS) |
| | Chapter No./Name | DSS Policy Manual |
| | Part No./Name | 1/Administrative/Fiscal |
| | Section No./Name | 1-06/Contract Regulations |
| | Document No./Name | 1-06/Contract Regulations |
| | Effective Date | February 16, 2009 |

XVI. MONITORING REQUIREMENTS

Each Office is responsible for monitoring and evaluating the performance of each contract initiated by the Office. The Office shall designate an individual to monitor the contract and submit a monitoring report to DSS Contract Review. Each contract is to be evaluated on performance and utility of the final product. The Director of DOA/OCR must receive an evaluation within 60 days after the termination date of the contract.

The DSS Monitoring Report Form contains the minimum information required when monitoring a contract. Individual Offices may develop monitoring reports to meet their specific needs provided all required information is included.

In order for the Department to submit monitoring reports in a timely manner, an original and one copy of each monitoring report, signed by the Assistant Secretary/Director of the initiating Office, shall be submitted to DSS Contract Review within 50 days after the termination of a contract. DSS Contract Review will submit the original to DOA/OCR and retain a copy for the Department's file.

If a contract is a multi-year contract, a monitoring report should be submitted within 50 days of the end of each twelve-month period. In addition, if the contract contains an option for renewal or extension, the original procedure for approval will be followed if the option is exercised.

XVII. FORMS UTILIZED IN THE DSS CONTRACTING PROCESS

- A. Summary of Information ([Adobe version/Word version](#))
- B. BA 22 Request for Services [Form](#) and [Instructions](#)
- C. Board Resolution for State Contract Providers
- D. [DSS Contract Review Flow Chart](#)
- E. [Monitoring Report Form](#)
- F. [Secretary of State Disclosure of Ownership](#)
- G. Secretary of State [Application for Authority to Transact Business in Louisiana](#)