

LOUISIANA



DEPARTMENT OF HEALTH

FORENSIC SUPERVISED TRANSITIONAL RESIDENTIAL AND AFTERCARE PROGRAM

**STATE OF LOUISIANA
DEPARTMENT OF HEALTH
OFFICE OF BEHAVIORAL HEALTH
EASTERN LOUISIANA MENTAL HEALTH SYSTEM**

RFP # 3000011204

Proposal Due Date/Time:

October 29, 2018
4:00 pm Central Time (CT)

Release Date:
September 28, 2018

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Glossary

ADL: Activities of Daily Living.

CASIG: Client's Assessment of Strengths, Interests and Goals.

CFS: Community Forensic Services.

CGT: Correctional Guard – Therapeutic.

CNA/DSW: Certified Nursing Assistant/Direct Service Worker.

Contractor: Successful proposer who has been awarded and entered into a contract with OBH to provide services outlined in this RFP.

Department or LDH: Louisiana Department of Health.

DFC: District Forensic Coordinators.

Discussions: For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

DSM-V: Diagnostic and Statistical Manual of Mental Disorders – Volume V (text revision) published by the American Psychiatric Association.

ELMHS: Eastern Louisiana Mental Health System.

Emergency Discharge: Any discharge resulting from an individual's failure to comply with the requirements of the FSTRA.

FAC: Forensic Aftercare Clinic.

FSTRA: Forensic Supervised Transitional Residential and Aftercare Program.

HIPAA: Health Insurance Portability and Accountability Act.

ISP: Individualized Service Plan.

IST/IPT: Incompetent to Stand/Proceed to Trial.

LOCUS: Level of Care Utilization System: clinical tool that evaluates and determines level of care placements for psychiatric services.

MHP: Mental Health Professional.

Must: Denotes a mandatory requirement.

NGBRI: Not Guilty by Reason of Insanity.

Original: Denotes must be signed in ink.

Planned Discharge: Any discharge to a less restrictive setting resulting from the client meeting individual service plan goals, or any discharge to a more restrictive setting resulting from a determination that the client is not benefitting from the current placement.

PRC: Physician's Report to Court.

Proposer: An individual or organization submitting a proposal in response to RFP.

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

RN: Registered Nurse.

S/PMI: Severely/Persistently Mentally Ill.

Shall: Denotes a mandatory requirement.

Should, May, Can: Denotes a preference, but not a mandatory requirement.

State: The State of Louisiana.

Will: Denotes a mandatory requirement.

I. GENERAL INFORMATION

A. Background

1. The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Louisiana Department of Health is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. LDH is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, the Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.
3. LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The mission of the Office of Behavioral Health (OBH) is to advance a Resiliency, Recovery and Consumer focused system of person centered care utilizing best practices and evidence based practices that are effective and efficient as supported by data from measuring outcomes, quality and accountability. OBH operates the Eastern Louisiana Mental Health System (ELMHS), a twenty-four (24) hour a day mental health care system, with over six hundred (600) licensed beds on two (2) campuses, an outpatient aftercare clinic, and a statewide network that monitors up to three hundred and fifty (350) conditionally discharged forensic clients.

B. Purpose

The purpose of this RFP is to solicit proposals from qualified proposers to provide an LDH Licensed, Forensic Supervised Transitional Residential and Aftercare Program (FSTRA) located in LDH Region 1 for the Severely/Persistently Mentally Ill (S/PMI) adult population with an array of services to clients discharged from ELMHS. Services shall include: twenty-four (24) hour supervision with a 1:10 ratio, one (1) staff to ten (10) clients, from 8:00 am – 5:00 pm and a 1:20 ratio, one (1) staff to twenty (20) clients, from 5:00 pm – 8:00 am. Other services are community groups, independent living skills (meal preparation, shopping, household chores), crisis services, medication monitoring, and transportation to appointments, recreational outings and other social activities for adults with severe and persistent mental illness.

C. Goals and Objectives

The Agency desires to secure supervised living arrangements in Louisiana's Greater New Orleans Metropolitan Area, for up to forty-four (44) clients with forensic involvement; of which six (6) may be female clients. Living arrangements must provide, at a minimum, assistance in development of daily living skills and pre-vocational adjustment in preparation for step-down to a less secure setting one (1) year after admission and independent living eighteen (18) months after admission. The resident's care shall be guided by an individualized, person-centered service plan which is a part of the conditions of court-ordered discharges or diversion from hospital or jail setting. The objective for the resident to successfully complete the requirements of conditional release and transition to the community of the resident's choice, as appropriate.

D. Invitation to Propose

LDH/OBH/ELMHS is inviting qualified proposers to submit proposals for services to provide a Forensic Supervised Transitional Residential and Aftercare Program in accordance with the specifications and conditions set forth herein.

E. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<http://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

May also be posted at:

<http://ldh.la.gov/index.cfm/newsroom/category/47>

It is the responsibility of the proposer to check the DOA website for addenda to the RFP, if any.

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II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP Coordinator listed below:

Kisha Thomas
Louisiana Department of Health
Office of Behavioral Health
628 N 4th Street, 4th Floor
Baton Rouge, LA 70802
Email: kisha.thomas2@la.gov
Fax: (225) 342-0001

2. All communications relating to this RFP must be directed to the LDH RFP Coordinator named above. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.
3. This RFP is available in pdf format at the following web links:
<http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
<http://ldh.la.gov/index.cfm/newsroom/category/47>

B. Proposer Inquiries

1. LDH will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:
<http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
May also be posted at:
<http://ldh.la.gov/index.cfm/newsroom/category/47>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

C. Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any State employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to State employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The

blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or State contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

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

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

D. Pre-Proposal Conference

Not required for this RFP.

E. Schedule of Events

LDH reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible proposers.

Schedule of Events	
Public Notice of RFP	September 28, 2018
Deadline for Receipt of Written Questions	4:00 pm Central Time (CT) October 9, 2018
Response to Written Questions	October 16, 2018
Deadline for Receipt of Written Proposals	4:00 pm Central Time (CT) October 29, 2018
Contract Award Announced and 14 day protest period begins, on or about	November 19, 2018
Contract Begins, on or about	January 1, 2019

III. SCOPE OF WORK

A. Project Overview

Persons suffering from mental illness and who have been ordered to Eastern Louisiana Mental Health System by the courts for treatment often are limited as to options for placement when a conditional release may be possible. Many of these clients remain at the hospital for extended periods of time after reaching maximum benefit, therefore occupying a needed bed. In turn, the forensic clients in jails throughout the state who are in need of inpatient services must wait longer for a bed to open. Due to this situation, a Forensic Supervised Transitional Residential Aftercare program with an array of services is needed to provide options for these clients to obtain a conditional release from the courts and to prepare them for transition to a less restrictive environment. Although many of these clients may be very functional when their mental illness is being managed, the courts are most often reluctant to grant a full release prior to the client being observed in a supervised setting.

The purpose of this program is to provide appropriate, supervised housing while continuing with such services as daily living skills, symptoms management, legal rights, etc. Cooperation/communication with Community Forensic Services (CFS) and the District Forensic Coordinators (DFC) must be an integral part of the client's treatment to ensure correct handling of clients.

B. Deliverables

1. General Requirements:

The contractor shall provide secure supervised transitional living arrangements, in a Forensic Supervised Transitional Residential and Aftercare Program (FSTRA) licensed facility, which will allocate up to forty-four (44) beds of which six (6) may be female clients in the Greater New Orleans Metropolitan Area, specifically for these residents with forensic involvement statewide. Location of the housing must be conducive to healthy living and support all requirements within the contract. The housing location must be located in a safe environment and must not place the clients at risk. These living arrangements must provide separate rooms for activities such as living, eating, cooking and adequate space for recreation and a specific area for private conversation between individual residents, District Forensic Coordinators, Forensic Aftercare Clinic staff, Probation Officers, family/friends and staff persons.

2. Programmatic Requirements:

The Contractor shall notify the District Forensic Coordinator from the resident's region of origin of impending release in order to assist in discharge planning prior to the resident's release and adherence to the following discharge criteria:

a. Planned Discharge is defined as follows:

i. Incompetent to Proceed:

To a less restrictive environment: A resident with forensic involvement discharged from the program into a safe and less restrictive environment according to time frames established in individualized person-centered service plans and by agreement of the resident, Forensic Aftercare provider, and Community Forensic Services.

To a more restrictive environment: A resident with forensic involvement discharged into a more appropriate secure level of care environment as determined by the Level of Care Utilization System (LOCUS) or any other level of care instrument approved by OBH when demonstrating lack of success in meeting the goals outlined in the individualized, person-

centered Service Plan and with full knowledge of the resident, Forensic Aftercare Provider, and Community Forensic Services.

ii. Not Guilty by Reason of Insanity (NGBRI) Status:

To a less restrictive environment: A resident with forensic involvement discharged from the program into a safe and less restrictive environment according to time frames established in individualized person-centered service plans and by agreement of the resident, Forensic Aftercare provider, Probation Officer, and Community Forensic Services.

To a more restrictive environment: A resident with forensic involvement discharged into a more appropriate level of care environment as determined by the Level of Care Utilization System (LOCUS) or any other level of care instrument approved by OBH when demonstrating lack of success in meeting the goals outlined in the individualized, person-centered Service Plan with full knowledge of the resident, Forensic Aftercare Provider, Probation Officer, and Community Forensic Services.

iii. Judicially Civilly Committed (La. C.Cr.P. Art. 648B):

To a less restrictive environment: A resident with forensic involvement discharged from the program into a safe and less restrictive environment according to time frames established in individualized person-centered service plans and by agreement of the resident, Forensic Aftercare provider, and Community Forensic Services.

To a more restrictive environment: A resident with forensic involvement discharged into a more appropriate level of care environment as determined by the Level of Care Utilization System (LOCUS) or any other level of care instrument approved by OBH when demonstrating lack of success in meeting the goals outlined in the individualized, person-centered Service Plan with full knowledge of the resident, Forensic Aftercare Provider, and Community Forensic Services.

b. Emergency Discharge is defined as:

Any program violation (i.e. illegal drugs, suspected or confirmed weapon possession or access, gross deterioration of behavior, or non-compliance with medication). The Contractor must immediately report violation to Community Forensic Services, Probation Officer, State level forensic coordinator, and provider(s) of behavioral health services. The Contractor, in collaboration with Probation Officer and community forensic staff, as appropriate, shall be responsible for the relocation of the resident to an appropriate LDH ELMHS secure placement. Immediately means verbal notification within one (1) hour of incident to the ELMHS Administrator On-Call and written documentation of incident as instructed by the notified on-call administrator.

c. The Contractor shall maintain an FSTRA License with the State of Louisiana issued by LDH.

d. The Contractor shall maintain up to a forty-four (44) bed residence, of which six (6) beds may be female clients with all rooms on one (1) floor that is self-contained; living quarters of male and female clients must be segregated. Female clients must be housed separately from the males. Clients do not have to have their own rooms, but must meet FSTRA licensing standards for space per client.

e. The Contractor shall provide the following required services:

SERVICE/TASK	STAFF POSITION PROVIDING SERVICES	TIME OR FREQUENCY
Interview client to determine appropriateness for placement	Contractor staff/ELMHS staff as needed	Within 48 hours of receiving referral packet
Notification of acceptance or rejection into program	Contractor staff	Within 48 hours of interview
Client visits facility	Contractor staff/ELMHS staff	As requested
Accept transfer of client from ELMHS	Contractor staff/ELMHS staff	Immediately upon Judge's agreement to discharge (when a bed is available)
Provide 24/7 supervision	Minimum three (3) direct care staff during day and two (2) awake staff during night	24 hours a day, 7 days a week
Provide a functional security system on all points of ingress and egress with 24 hours a day, 7 days per week monitoring by awake staff	Contractor awake staff	24 hours a day, 7 days a week
Client Orientation	Contractor Staff	Within 24 hours of arrival
Submit for OBH approval an assessment instrument with validity and reliability measures	Contractor Staff	Within 15 calendar days of effective start date of contract
Evaluate client using the approved assessment instrument	Contractor Staff and/or FAC staff	Within 14 calendar days of admission to the program
Development of Person Centered Individualized Service Plan with participant signatures	Multidisciplinary Team (Mental Health Professional, Forensic Psychiatrist, DFC, Nurse, Provider Staff, Family, Client, Probation Officer when applicable)	Within 14 calendar days of admission
Maintain documentation on progress toward treatment goals; behavior; medication compliance and any other documentation required by OBH	Contractor Staff	Daily
Discharge Plan/Update	Multidisciplinary Team (Mental Health Professional, Forensic Psychiatrist, DFC, Nurse, Provider Staff, Family, Client, Probation Officer when applicable)	Tentative plan within 30 calendar days of entry; Monthly review; revision as needed (minimum every 90 calendar days)
Client Contact with Family	Case Manager/Client	When applicable per Individualized Service Plan
Client Contact with DFC	DFC	As per Individualized Service Plan (Minimum monthly and during Individualized Service Plan (ISP) update and staffing)
Review & Modification of Individualized Service Plan	Multidisciplinary Team (Mental Health Professional, Forensic Psychiatrist, DFC, Nurse, Provider	Monthly

SERVICE/TASK	STAFF POSITION PROVIDING SERVICES	TIME OR FREQUENCY
	Staff, Family, Client, Probation Officer when applicable)	
Individual Counseling	Local mental health center	When applicable per Individualized Service Plan
Group Counseling	Contractor -Master's level Mental Health Professional (MHP) supervised by a licensed MHP	When applicable per Individualized Service Plan
Specialized Counseling, i.e., sex offender, etc.	Appropriate outside referral	When applicable per Individualized Service Plan
Addictions Counseling and Assessment	Contractor Addictions Counselor	When applicable per Individualized Service Plan
Behavior Management	Contractor Staff	Daily as defined in Behavior Management System
Social Activity/Structured Recreation (i.e., movie, outing, etc.)	Contractor Staff	Minimum 1 time weekly
Meals – nutritionally healthy approved by physician, nutritionist or registered dietitian, and meeting the client's physical health status	Contractor Staff	Breakfast, Lunch and Dinner daily (at least two of which must be a hot meal)
Menus posted on bulletin board accessible to clients	Contractor Outreach Staff	Weekly
Medication Administration (administration/supervision, education and training)	Contractor LPN supervised by RN as appropriate for license	Per Individualized Service Plan
Vocational Services (training/resume writing/job search, etc. – may be on or off site) based on vocational assessment approved by OBH	Contractor Staff, Teachers, Vocational Centers	Daily - Monday through Friday and/or as needed on weekends.
Educational Groups (daily living, community orientation, personal hygiene, money management, conflict resolution, legal rights, symptoms management, vocational adjustment, and other groups to assist client in integrating into the community)	Contractor Staff supervised by licensed Mental Health Professional	As indicated in ISP (Per schedule approved by OBH contract monitor and DFC, minimum one-hour weekly)
Develop a level system for movement through the program	Contractor Staff in conjunction with ELMHS/FAC Staff (psychologist, psychiatrist)	Within 30 calendar days of commencement of contract
Documentation of movement through the level system	Contractor Staff	Documented daily; submitted to ELMHS in quarterly report

SERVICE/TASK	STAFF POSITION PROVIDING SERVICES	TIME OR FREQUENCY
Assist clients in opening and maintaining bank account (save ¼ income for future, ¼ for living expenses); Maintain records of client's account	Contractor Staff	Ongoing to be monitored monthly by OBH
Assist client in securing resources necessary to reach goals in ISP, i.e., vocational, mental health, financial, housing, etc.	Contractor Staff	Ongoing, as identified in ISP
Incident reports to Community Forensic Services of any incident including, but not limited to abuse/neglect, elopement, and any program violations (i.e. illegal drugs, suspected or confirmed weapon possession or access, gross deterioration of behavior, or non-compliance with medication).	Responsible Contractor Outreach staff	Immediate verbal notification; written incident report with action taken within 2 hrs. of incident; complete written incident report within 24 hours of any incident involving client (client on client, client on staff, staff on client) To be submitted to ELMHS and OBH staff as designated.
Preparation for discharge (more intense work with client on practicing skills needed for transition to less structured environment)	Contractor Staff	Daily beginning 90 calendar days prior to discharge
Account for and return client's money	Contractor Staff	Immediately upon discharge from facility
Transportation to Behavioral Health services, court, and all other related services	Contractor Staff	As needed
Emergency Transportation for medical/behavioral health emergencies	Contractor Staff	At all times including weekends
Multidisciplinary Team Meetings	Multidisciplinary Team (minimum of Mental Health Professional, FAC staff, DFC, Client, Family)	Minimum every 90 calendar days
Medical services, including transportation to and from office and pharmacy	Contractor responsible for obtaining medical services through local Physician, Nurse, Nurse Practitioner	As needed
Competency Restoration	DFC	Minimum 3 times weekly per individual service plan
Psychiatric/Psychological Consultation	Psychiatrist/Psychologist from FAC	As needed; minimum 1 time a month
Mental Status Examination – conduct and submit to CFS	Psychiatrist/Psychologist from FAC	Monthly

SERVICE/TASK	STAFF POSITION PROVIDING SERVICES	TIME OR FREQUENCY
Consult with DFC regarding disposition, services, pass request, etc.	Multidisciplinary Team, Forensic Psychiatrist	As needed or requested
Recommitment Assessment – submit to CFS	Psychiatrist/Psychologist from FAC	At least 45 calendar days prior to 6 month recommitment date
Physician's Report to Court (PRC) for Recommitment	Psychiatrist/Psychologist from FAC	15 calendar days prior to court date
Additional Program Requirements		
Satisfaction Surveys	Client	Yearly and upon discharge
Monthly report to Contract Monitor including invoice detailing services (frequency, duration and modality)	Contractor Staff	Monthly
Quarterly Progress Report to ELMHS Community Forensic Services re: client's progress toward conditional release requirements and independent living	Client, Multidisciplinary Team	Quarterly
Annual Written Report	Program Director	Annually
Aftercare/follow-up	Contractor Staff	Twice monthly for first quarter post discharge, monthly thereafter up to one year using Level of Care Utilization System (LOCUS) instrument

3. Operations Requirements

The Contractor shall:

- a. Ensure the security of the program by providing doors that can be locked, Closed-circuit Television Cameras (CCTV) to monitor all movement of residents, adequate staff to maintain effective observation of the residents at all times, and anti-climb fencing approved by OBH.
- b. Attend all meetings as scheduled. Immediately contact the Community Forensic representative (District Forensic Coordinator (DFC) or FAC staff) and state level forensic coordinator when there is an issue of non-compliance with programming on the part of the resident or when there is reason to believe that the resident's mental or physical health is deteriorating. Immediately means verbal notification within one (1) hour of incident to the ELMHS Administrator On-Call and written documentation of incident as instructed by the notified on-call administrator.
- c. Develop and submit all policies and procedures to OBH for approval within thirty (30) calendar days of start of operation including but not limited to the Complaint and Grievance Policy.

- d.** Work closely with the Forensic Aftercare Clinic and other local community mental health providers to ensure that all mental health needs are met for up to forty-four (44) residents, of which six (6) may be female clients.
- e.** Permit access to designated OBH/CFS/FAC staff for the provision of services and/or monitoring the program and facility.
- f.** Provide all necessary transportation throughout the state to ensure that residents are present for any scheduled court appearances. Also, transportation must be provided for other services.
- g.** Provide two (2) private offices on-site for FAC staff to see residents when needed.
- h.** Provide scheduled group rooms to FAC staff.
- i.** Ensure that designated staff participates in Correctional Guard – Therapeutic (CGT) training; training is provided by ELMHS in order to train all staff assigned to this program.
- j.** Conduct criminal background checks on all new employees and at two (2) year intervals for all employees to ensure that the employees have not been convicted of a felony or an abuse related misdemeanor. All employees will be drug screened by the Contractor prior to employment and thereafter pursuant to LDH/OBH policy..
- k.** Maintain staffing in compliance with an FSTRA License with the State of Louisiana issued by LDH, for twenty-four (24) hours a day, seven (7) days a week operation.
- l.** Ensure that all staff members who meet legal requirements to administer medication are supervised by a Registered Nurse (RN). Staff who administer medication must participate in education and training for medication management, administration and supervision.
- m.** Offer vocational services and adult education based on assessed individual needs. The Contractor shall offer, at a minimum, community orientation, personal hygiene support, money management skills, medication management skills, re-socialization skills, nutritional assessments and services as needed, and conflict resolution skills.
- n.** Pursue obtaining Social Security and other benefits and entitlements that will enhance the likelihood of client's successful reentry into the community. Efforts to obtain benefits shall be documented in the client's file and made available for OBH review upon request.
- o.** Report to ELMHS Contract Monitor on all of the requirements of the program as specified in the Contract Monitoring section of the contract.
- p.** Assist in money management, offering training and supervision to clients in establishing bank accounts, making deposits and withdrawals consistent with a goal of saving at a minimum one-fourth (1/4) of the client's income (e.g., SSI, SSDI, outside employment) for future planning and subsequent residential placement options, and at a minimum one-fourth (1/4) for the client's personal use. Client accounts will be monitored on a monthly basis by an OBH staff monitor. Client's money must be released to the client in the form of a check by the contractor within forty-eight (48) hours of discharge from the program.

- q. Evaluate the effectiveness of the rehabilitation process of clients. The client's level of functioning shall be evaluated by utilizing an instrument provided by OBH staff monitor.
- r. Develop, test and maintain Disaster Recovery and Business Continuity plans and procedures to ensure continued delivery of services and essential functions despite damage, loss or disruption of information technology due to the unexpected occurrence of a natural or man-made emergency or disaster. Disaster recovery plans must be updated annually and submitted to OBH for approval.

4. Staffing Requirements/Qualifications

- a. The Contractor shall provide an on-site RN to provide daily nursing services eight (8) hours per day Monday – Friday, and afterhours as per FSTRA licensing standards. Afterhours are any hours that are not the eight (8) hours on-site. The beginning and end of the on-site workday can be flexible (i.e. 6 am-2:30 pm, 7 am-3:30 pm, 8 am-4:30 pm).
- b. The Contractor shall agree to let OBH provide psychiatric services, including service planning, medication management, and assessment for up to forty-four (44) clients, of which six (6) may be female clients.
- c. The Contractor shall provide an on-site licensed addictions counselor who will treat clients with addictive disorders according to an evidenced based or best practices addictions treatment model, for average of ten to twenty (10 – 20) hours per week as need is determined by clinical staff.
- d. The Contractor shall ensure that all clinical staff maintains licensure in their respective field. The Contractor shall maintain a copy of the current license in each clinical staff member's personnel file.
- e. The Contractor shall hire direct service staff who have at a minimum a high school diploma and six (6) months experience in working with adults with a serious and persistent behavioral health diagnosis. The contractor shall have at a minimum of one (1) staff to ten (10) clients, from 8:00 am - 5:00 pm and a minimum of one (1) staff to twenty (20) clients, from 5:00 pm – 8:00 am (one (1) direct care staff person to ten/twenty (10/20) clients) ratio with no fewer than three (3) direct care staff on duty at any given time. The Contractor must also provide, as needed, consultations with a registered dietician.
- f. The Contractor shall provide a full-time program director with twenty-four (24)-hour availability to program staff, that has an acceptable background check and a minimum of two (2) years' experience in a mental health residential program.
- g. The Contractor shall provide appropriate staff to provide all therapies required by clients' individualized treatment plans (i.e., nutrition, medical education, adult education, vocational training, basic life skills, social skills, conflict resolution skills, group therapy, etc.).
- h. The Contractor shall provide adequate staff who meet the licensing requirements to supervise self-administration of medication.
- i. Background checks shall be conducted upon hire and at two (2) year intervals thereafter, utilizing the following agencies for all staff:

- i. **Louisiana State Police, Bureau of Criminal Identification and Information (can include DOJ Sex Offender Check)**
 - 1. Results contain the agency name, agency email address, applicant name, applicant Social Security number, and the results whether no disqualifying information was found or whether more information is needed including fingerprint cards.
 - 2. Facilities should maintain the results page for proof of checks performed in their records.
 - 3. Checks should be performed initially at hire for all employees and every five (5) years thereafter for staff who have the responsibility for the care, control, and supervision of all adults and whose duties require access to Medicaid recipients' and applicants' Electronic Protected Health Information (e-PHI).
- j. In addition to Criminal Background Checks (above), LDH also requires exclusionary databases to be checked as follows:

- i. **Office of Inspector General List of Excluded Individuals and Entities (LEIE):**
<http://exclusions.oig.hhs.gov/>

- 1. Contains the following information: (1) the name of the excluded person at the time of the exclusion, (2) the person's provider type, (3) the authority under which the person was excluded, (4) the State where the excluded individual resided at the time of exclusion or the State where the entity was doing business, and (5) a mechanism to verify search results via Social Security Number (SSN) or Employer Identification Number (EIN).
- 2. When checking the LEIE, providers should maintain documentation of the initial name search performed (such as a printed screen-shot showing the results of the name search) and any additional search conducted, in order to verify results of potential name matches.
- 3. Facilities should maintain proof of checks performed in their records for employees by printing the search results.
- 4. Checks should be performed initially at hire and monthly thereafter to determine the exclusion status of current employees.

- ii. **Louisiana Department of Health (LDH) Program Integrity Adverse Actions:**
<https://adverseactions.dhh.la.gov/>

- 1. Results contain basic information about the excluded party, reason for exclusion, type of exclusion, effective date of exclusion and reinstatement date if any.
- 2. Facilities are required to maintain proof of checks performed in their records for employees by printing the search results.
- 3. Checks should be performed initially at hire for CNA/DSW employees or any employee whose compensation is funded with Medicaid dollars and every month thereafter.

- iii. **CNA/DSW Registry: CNA / DSW Search at <http://ldh.la.gov>**

- 1. Results contain the employee certification number, the date of original certification and certified from/to date, and status.
- 2. Facilities are required to maintain proof of checks performed in their records for employees by printing the search results.
- 3. Checks should be performed initially at hire for CNA/DSW employees or any employee whose compensation is funded with Medicaid dollars and every six

(6) months thereafter.

iv. **Other States**

1. When a person's application shows residency or employment in one of the states listed, it is required that states excluded databases are checked.
2. There are a number of states that have databases. They are Alabama, Arizona, Arkansas, California, Connecticut, Florida, Hawaii, Idaho, Illinois, Kentucky, Maine, Maryland, Michigan, Mississippi, Nebraska, Nevada, New Jersey, New York, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Washington, Washington D.C., West Virginia, and Wyoming. Go to [OIG Exclusion List | Exclusion Screening of All Databases - Streamline Verify](#) and scroll down to find the most current states and their database links.
3. Facilities are required to maintain proof of checks performed in their records for employees by printing the search results.

5. Orientation and Training Requirements

- a. During the first week of hire and prior to providing services, the Contractor shall provide its staff a twenty (20) hour documented orientation to program components, including but not limited to training in proper fire and emergency safety procedures (e.g., CPR, Heimlich Maneuver, First Aid, Crisis Management, Risk Reduction), effective communication skills for forensic, behavioral health clients, and HIPAA.
- b. The Contractor shall submit the orientation program to OBH for approval within one (1) week of the start date of the contract.
- c. Recovery-oriented training curriculum shall be developed in collaboration with OBH and the Contractor and evaluated by the Contractor and Community Forensic Services on an annual basis.
- d. The Contractor shall require all of its staff to participate in all trainings and intervention programs as developed by contractor and approved by OBH within thirty (30) calendar days of the start of program.
- e. The Contractor shall maintain documentation of successful completion of orientation requirements and annual training requirements in each staff member's personnel file.
- f. Staff who administer medication must participate in education and training for medication management, administration and supervision.

6. Record Keeping Requirements

For all clients, the Contractor must retain the following records:

- a. All information obtained at the time of admission;
- b. A copy of the admission agreement established in collaboration with OBH designated staff and state-level forensic coordinator and executed by the client and the Contractor;
- c. Source documents to include copies of the Social Security Card, Driver's License or State Issued Identification Card (Picture ID), and Birth Certificate secured within forty-five (45) calendar days of admission to the program;
- d. A copy of the client's individual, person-centered service plan of care and all updates demonstrating positive movement toward client goals. Service Plans shall be updated at a minimum quarterly;

- e. A copy of client's discharge plan and all updates documented at least quarterly and finalized ninety (90) calendar days prior to release;
- f. Fiscal data of client's banking account, documentation of vocational training, and documentation of educational opportunities pursued by the client;
- g. Reports of any incidents involving the client, whether it is with staff, another client, employee, other service provider, etc.;
- h. A copy of client's activity log;
- i. Progress notes of group, educational and vocational participation;
- j. Medication log;
- k. Behavior Log; and
- l. Required Complaint Records:
 - i. The Contractor shall maintain reports of any client complaints or grievances and the conclusions or dispositions of these reports as set forth in program Complaint & Grievance policy separately from the client record. This record shall be maintained by the Program Director. These records will be available to the contract monitor during monitoring visits.

7. Licensure Requirements

Pursuant to La. R.S. 28:33 and 28:34, enacted by Act 332 of the 2008 Regular Session of the Louisiana Legislature, the Contractor must apply for licensure under the Forensic Supervised Transitional Residential and Aftercare Facilities license and have an approved license prior to submission of the contract by OBH for approval by Division of Administration. Licensing requirements for the Forensic Supervised Transitional Residential and Aftercare Program may be found in LAC 48:I. Chapter 72, page 1154, <http://www.doa.louisiana.gov/osr/reg/1104/1104.pdf>.

8. Outcomes/Performance Measures

The Contractor shall be required to meet or exceed the following performance measures:

- a. The Contractor must provide a housing option for forensic, adult clients, which enables each client the opportunity to function outside of inpatient or residential institutions as documented by individual service plan review and progress notes demonstrating progress toward treatment goals.
- b. The Contractor must demonstrate the effectiveness of the rehabilitation process of those clients who are "planned discharges". The Contractor will accomplish the evaluation of effectiveness by follow-up contact twice a month for the first quarter post discharge and then monthly thereafter up to one (1) year after date of discharge. The client's level of functioning will be evaluated by utilizing the Level of Care Utilization System (LOCUS) instrument. All evaluations must be available for OBH review.
- c. At least eighty percent (80%) of the clients served in the program will achieve a "planned discharge" within the time frame of client's conditional release in collaboration with treatment team, judicial system, and contractor and documented by the contractor in client's file and quarterly report.
- d. Ninety percent (90%) of clients' complaints or grievances will be successfully resolved as evidenced by documentation in client chart and quarterly reports.
- e. Eighty percent (80%) of the clients who are "planned discharges" will progress to a less restrictive living situation with consideration of client's choice of placement as appropriate.

This will be documented by the Contractor and OBH DFC through quarterly follow-up contact reports for a period of one (1) year after date of discharge, or until the end of the client's conditional release period, whichever is longer.

- f.** Seventy-five (75%) of clients will meet service plan goals as documented in the person-centered service plan, progress notes, quarterly summaries of progress and ratings on standardized measures of progress.
- g.** One hundred percent (100%) of clients will live in a safe environment as evidenced by no increase in the number and severity of incidents when compared to an historical benchmark established by OBH. This historical benchmark will involve the average number of incidents and average severity over a five (5) year period selected by OBH. The Contractor will maintain effective tracking of incidents with timely interventions/corrective actions that reduce the trend line.
- h.** Ninety percent (90%) of clients will remain drug-free while participating in the program as evidenced by routine drug screens conducted by the Contractor and submitted to FAC. Drug screens shall be conducted at least quarterly if drug use is suspected by the Contractor. The drug screen results shall be submitted to FAC.
- i.** Eighty percent (80%) of eligible residents, as determined by the treating staff, will be employed or actively seeking employment as evidenced by log of activities in resident file and documentation in quarterly report.
- j.** One hundred percent (100%) of those residents, who are receiving wages and/or benefits, will maintain a bank account, as evidenced by documentation in resident file and quarterly report.
- k.** Eighty-five percent (85%) of all residents will indicate satisfaction with the program as evidenced by an overall satisfactory rating (as defined within the evaluation on an instrument approved by OBH and the Contractor), which shall be completed annually and upon discharge and shall be submitted to OBH in an annual report.
- l.** No fewer than forty percent (40%) of residents will demonstrate, upon completion of medication education, knowledge of mental illness and medication management (purpose, benefits, side effects, appropriate use and self-management of symptoms) as evidenced by a passing score (eighty percent (80%)) on post-test during the first year. The actual success rate, the first year, will be used as the baseline by which future years will be compared.
- m.** Eighty percent (80%) of residents who do not have developmental disabilities will demonstrate knowledge and expertise in activities of daily living as measured by standardized ADL measure [i.e., Client's Assessment of Strengths, Interests and Goals (CASIG) upon completion of subject area training.
- n.** Eighty percent (80%) of residents will demonstrate, upon completion of medication education, knowledge of mental illness and medication (purpose, benefits, side effects, appropriate use and self-management of symptoms) as evidenced by a passing score (eighty percent (80%)) on post-test during the second and third year of the contract.

E. Technical Requirements

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

1. The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
2. The Contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
3. Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
4. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
5. Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)
6. Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
7. All Contractor utilized computers and devices must:
 - a. Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
 - b. Have installed all security patches which are relevant to the applicable operating system and any other system software.
 - c. Have encryption protection enabled at the Operating System level.

F. Subcontracting

1. The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in this RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements; however, they should acknowledge in their proposals total responsibility for the entire contract.
2. Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
3. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:
 - a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
 - b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Compliance With Civil Rights Laws

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

H. Insurance Requirements

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

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Workers' Compensation Insurance

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

3. Commercial General Liability Insurance

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

its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

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

6. Subcontractor's Insurance

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

I. Resources Available to Contractor

LDH/OBH/ELMHS will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

J. Contract Monitor

All work performed by the contract will be monitored by the contract monitor or designee:

**Paul Fontenot
Louisiana Department of Health
Office of Behavioral Health
Eastern Louisiana Mental Health System
PO Box 498
Jackson, LA 70748**

The Forensic Supervised Transitional Residential and Aftercare Program will be closely monitored to assure compliance with LDH/OBH policy as well as applicable state and federal regulations. Monitoring compliance will be performed by the OBH Contract Monitor. Monitoring will be accomplished through varied on-site and off-site analysis of program records, invoices, reports, etc.

The contract monitor shall:

1. On a monthly basis:
 - a. Review monthly invoice detailing services, itemized by frequency, duration, and modality of services for all clients served;
 - b. Review all statistical data submitted by the Contractor and required by OBH, including but not limited to number employed, working on GED, opening bank account, etc.;
 - c. Review any incidents involving consumer safety and record the Programmatic and Staff response to any incidents; and

- d. Review facilities for compliance with security requirements, staff-resident ration, and security of medication.
- 2. On a quarterly basis:
 - a. Conduct on-site monitoring to ensure compliance with program requirements and to ensure services provided are appropriate to meet the needs of the Forensic residents;
 - b. Review quarterly progress reports;
 - c. Review resident case files;
 - d. Review any changes to the following:
 - 1) Organizational Structure;
 - 2) Administration and/or Personnel;
 - 3) Administrative or Programmatic Policy and/or Procedure;
 - e. Evaluate Contractor's compliance with contract outcomes, develop corrective action plans to address any problems and review/revise contract as warranted; and
 - f. Review Satisfaction Surveys on all discharged residents.
- 3. On an annual basis:
 - a. Review annual outcome report;
 - b. Complete annual performance evaluation; and
 - c. Review yearly Satisfaction Surveys.

K. Term of Contract

1. The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful contractor, LDH may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term.
2. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the director of the Office of State Procurement. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

L. Payment Terms

1. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices shall be subject to approval of the Chief Executive Officer of ELMHS. Continuation of payment shall be dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within **thirty (30) calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

IV. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, in its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no Proposer-initiated contact relative to the solicitation will be allowed between the proposers and LDH until an award is made.

C. Code of Ethics

1. The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.
2. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by the Proposer.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by LDH to award a contract(s) or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject, in whole or part, all proposals submitted in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

E. Contract Award and Execution

1. The Secretary of LDH reserves the right to:
 - a. Make an award without presentations by proposers or further discussion of proposals received;
 - b. Enter into a contract without further discussion of the proposal submitted based on the initial offers received; or
 - c. Contract for all or a partial list of services offered in the proposal.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own

standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

4. If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within fourteen (14) days of delivery, LDH may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

F. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal. All assignments must be approved of by the Department.

G. Determination of Responsibility

1. Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The Department must find that the selected proposer:
 - a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
 - c. Is able to comply with the proposed or required time of delivery or performance schedule;
 - d. Has a satisfactory record of integrity, judgment, and performance; and
 - e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
2. The proposer must ensure that its proposal contains sufficient information for the Department to make its determination by presenting acceptable evidence of the above to perform the contracted services.
 - a. The Proposer shall include with its proposal copies of audited financial statements for each of the last three (3) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project, as required by Section G.1.a above.

H. Proposal and Contract Preparation Costs

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement.

I. Errors and Omissions

The Department reserves the right to make corrections due to minor errors of Proposer identified in proposals by the Department or the Proposer. The Department, at its option, has the right to request clarification or additional information from Proposer.

J. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the Proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

K. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted at the following web address:
<http://ldh.la.gov/index.cfm/newsroom/category/47>

L. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each Proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink), five (5) duplicate hard copies, and one (1) electronic copy (on USB flash drive) of the entire proposal. Proposer shall also submit one (1) electronic copy (on USB flash drive) of its Redacted Proposal, if applicable. All electronic copies must be searchable. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

**Kisha Thomas
Louisiana Department of Health
Office of Behavioral Health
628 N 4th Street, 4th Floor
Baton Rouge, LA 70802**

If delivered via US Mail:

**Kisha Thomas
Louisiana Department of Health
Office of Behavioral Health
P.O. Box # 4049
Baton Rouge, LA 70821-1526**

M. Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a

straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

N. Confidential Information, Trade Secrets, and Proprietary Information

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of LDH.
3. Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1, *et seq.*, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

O. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the Proposer's ability to satisfy the requirements of the RFP.

P. Requested Proposal Outline

1. Approach and Methodology
2. Relevant Corporate Experience
3. Personnel Qualifications
4. Additional Information
5. Cost and Pricing Analysis

Q. Proposal Content

1. Cover Letter

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

2. Table of Contents

The proposal should be organized in the order specified below.

3. Quality And Timeliness

Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

4. Assume Complete Responsibility

Proposals should address how the Proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

5. Approach and Methodology

Proposals should define Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section III. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

6. Administrative Data

- a. This section should contain summary information about the Proposer's organization. This section should state Proposer's knowledge and understanding of the needs and objectives of LDH/OBH/ELMHS as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposals.
- b. This section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the Proposer's overall structure.
- c. This section should also include the following information:
 1. Location of Administrative Office with Full Time Personnel, include all office locations (addresses) with full time personnel.
 2. Name and address of principal officer;
 3. Name and address for purpose of issuing checks and/or drafts;
 4. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation.
 5. If out-of-state proposer, give name and address of local representative; if none, so state;
 6. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 7. If the proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state;
 8. Proposer's state and federal tax identification numbers; and

9. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)

7. Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section III of this RFP. In this section the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h. Demonstrate an understanding of and ability to implement data collection as needed.
- i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section III.
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- l. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n. Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

- o.** Proposer must clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution. The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- p.** If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

8. Relevant Corporate Experience

- a.** The proposal should indicate the Proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The Proposer should have, within the last twenty-four (24) months implemented a similar type project. Proposers should give at least two (2) customer references for projects implemented in at least the last twenty-four (24) months. References shall include the name, email address and telephone number of each contact person.
- b.** In this section, a statement of the Proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, Proposer should so state.

9. Personnel Qualifications

- a.** The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of Proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b.** Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c.** Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a subcontractor.
- d.** Key personnel and the percentage of time directly assigned to the project should be identified.

- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - 1. Experience with proposer,
 - 2. Previous experience in projects of similar scope and size, and
 - 3. Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the Proposer should clearly identify these persons, if known, and provide the same information requested for the Proposer's personnel.

10. Transition Plan

The Proposers shall submit, with their response to this RFP, a takeover/transition plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another Contractor. The takeover/transition plan must include procedures that shall, at a minimum, comply with the following requirements:

- a. Upon completion of the contract or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of the contract shall become the property of LDH;
- b. In the event of contract termination, or as requested, the Contractor shall transfer all data and non-proprietary systems to LDH or new Contractor within the agreed upon time frame;
- c. Upon termination of contracted services, all equipment in use at the included facilities at the time the Contract was initiated and all replacement equipment purchased under the contract shall revert to LDH. The Contractor agrees to deliver any such equipment in good working order (or a comparable replacement in good working order) to LDH within the pre-determined time frame.
- d. The takeover/transition plans must be adhered to within thirty (30) calendar days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and LDH.

11. Additional Information

As an appendix to its proposal, if available, Proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of Proposer's All Hazards Response Plan, if available.

12. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.
- b. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined. Failure to complete the cost template will result in the disqualification of the proposal.

13. Certification Statement

The following information must be included in the proposal:

The Proposer must sign and submit an original Certification Statement (See Attachment II).

R. Waiver of Administrative Informalities

The Louisiana Department of Health reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

S. Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

T. Acceptance of Proposal Content

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

U. Prohibition of Discriminatory Boycotts of Israel

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

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by an Evaluation Team.
2. Scoring will be based on a possible total of **100** points and the proposal with the highest total score will be recommended for award.
3. **Cost Evaluation:**
 - a. The proposer with the lowest total cost for all three (3) years shall receive twenty-five (25) points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CCS} = (\text{LPC}/\text{PC}) * 25$$

CCS= Computed Cost Score (points) for proposer being evaluated

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the twenty-five (25) points based on the above formula will be calculated by a member of the LDH staff.

4. Hudson/Veteran Small Entrepreneurship Program

- a. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:
- b. Proposer Status and Allotment of Reserved Points
 - i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
 - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
 - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
 - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.
- c. If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.
- d. If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified

small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

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

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

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

5. Evaluation Criteria and Assigned Weights

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

Evaluation Criteria	Assigned Weight
Approach and Methodology	25
Corporate Experience	18
Qualification of Personnel	20
Cost	25
Veteran and Hudson Initiatives <ul style="list-style-type: none">• Up to 10 points available for Hudson-certified proposers;• Up to 12 points available for Veteran-certified proposers;• If no Veteran-certified proposers, those two points are not awarded. See Section V.A.4 for details	12
Total	100

B. On Site Presentation/Demonstration

Not required for this RFP.

C. Evaluation Team

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

D. Clarification of Proposals

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a Proposer's proposal.

E. Announcement of Award

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.
2. The State reserves the right to make multiple awards.
3. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.
4. The proposals received *(except for that information appropriately designated as confidential in accordance with R.S. 44:3.2)*, selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
5. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the State Chief Procurement Officer within ***fourteen (14) calendar days*** after the award has been announced.
6. The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

F. Best and Final Offers (BAFO)

1. The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.
2. **The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.**

G. Right To Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

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VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the ***Louisiana Department of Health***.

B. Taxes

The Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

C. Fund Use

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

VII. CONTRACTUAL INFORMATION

A. Contract

The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Substitution of Personnel

The Contractor's key personnel assigned to this contract shall not be replaced without the prior written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

2. Force Majeure

The Contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

3. Order of Precedence

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

4. Entire Agreement

The contract, together with the RFP and its amendments and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

5. Board Resolution/Signature Authority

The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

6. Warranty to Comply with State and Federal Regulations

The Contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

7. Warranty of Removal of Conflict of Interest

The Contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. Corporation Requirements

If the Contractor is a corporation, the following requirements must be met prior to execution of the contract:

- a. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- b. If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The Contractor must provide written assurance to the Department from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

9. Contract Controversies

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

10. Right To Audit

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

11. Contract Modification

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

12. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

13. Applicable Law

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

B. Mutual Obligations and Responsibilities

The State requires that the mutual obligations and responsibilities of LDH and the successful Proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

C. Retainage

The Department shall secure a retainage of ten percent (10%) from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the contract, if

the Contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the Contractor.

D. Indemnification and Limitation of Liability

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
2. The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, the Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:
 - i) Authorized User's unauthorized modification or alteration of a Product, Material or Service;
 - ii) Authorized User's use of the Product in combination with other products not furnished by the Contractor;
 - iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.
5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data

or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

E. Termination

1. Termination For Cause

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

2. Termination For Convenience

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

3. Termination For Non-Appropriation Of Funds

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

F. Independent Assurances

Not Applicable

Attachments:

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. LDH Standard Contract Form (CF-1)**
- IV. HIPAA BAA**
- V. Cost Template**
- VI. Regional Map**

**Veteran-Owned And Service-Connected Small Entrepreneurships
(Veteran Initiatives) And Louisiana Initiative
For Small Entrepreneurships (Hudson Initiative) Programs**

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

<https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

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

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

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

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

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

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

<https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest user=self reg>.

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

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

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

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) days from the date of delivery of initial contract in which to complete contract negotiations, if any, and fourteen (14) days to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to

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

Signature of Proposer or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

Attachment III: LDH Standard Contract Form (CF-1)

LDH - CF - 1
Revised: 2017-10-17

CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

LAGOV:

LDH:

Agency Name...

Agency #

AND

FOR

☐ Interagency ☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID# or SSN# (11 digits)	State LDR Account #
2) Street Address	6) Parish(es) Served	choose Parishes...
City	State	Zip Code
3) Telephone Number	7) License or Certification #	
4) Mailing Address (if different)	8) Contractor Status	
City	State	Zip Code
	8a) CFDA# (Federal Grant #)	

9) Brief Description Of Services To Be Provided:

10) Effective Date 11) Termination Date

12) Maximum Contract Amount

13) Amounts by Fiscal Year

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name	Last Name
	Title	Phone Number

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

- Attachment: HIPAA Addendum
Attachment: Standard Provisions
Attachment: Special Provisions
 Attachment: Statement of Work
Attachment: Fee Schedule
Attachment: Budget
Attachment:
Exhibit: Board Resolution
Exhibit: Disclosure of Ownership
Exhibit: Multi Year Letter
Exhibit: Late Letter
Exhibit: Out of State Justification
Exhibit: Certificate of Authority
Exhibit: Resume
Exhibit: License
Exhibit:

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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating LDH Office**.

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74.53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** 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 his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of and services which are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

17. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
19. **Non-Infringement:** Contractor will warrant all materials, products and/or services 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 such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
34. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, 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. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
Secretary, Louisiana Department of Health or Designee	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment ____ to the contract.

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. **Definitions:** As used in this addendum –
 - A. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this

provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.

11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

COST TEMPLATE

Proposers submitting a proposal must complete a cost proposal similar to the following format to be considered for award. Failure to complete the cost template will result in the disqualification of the proposal.

Instructions: Proposers shall submit a cost proposal and include all anticipated costs of successful implementation of all deliverables outlined in the RFP. Proposers shall provide one flat rate per deliverable for each Year in the table. This rate shall be fully burdened with all costs for the provision of services.

Year 1	Rate	Total
Administrative Staff (list by position):		
Direct Labor Staff (list by position):		
Contracted Staff (list by position):		
Benefits:		
Operating Costs:		
Rent:		
Utilities:		
Telephone:		
Insurance:		
Other (List):		
Office Supplies (List):		
Professional Services (list):		
Other Direct Costs (list):		
Total Cost Year 1		
Per Diem Rate for Year		

Year 2	Rate	Total
Administrative Staff (list by position):		
Direct Labor Staff (list by position):		
Contracted Staff (list by position):		
Benefits:		
Operating Costs:		
Rent:		
Utilities:		
Telephone:		
Insurance:		
Other (List):		
Office Supplies (List):		
Professional Services (list):		
Other Direct Costs (list):		
Total Cost Year 2		
Per Diem Rate for Year		

Year 3	Rate	Total
Administrative Staff (list by position):		
Direct Labor Staff (list by position):		
Contracted Staff (list by position):		
Benefits:		
Operating Costs:		
Rent:		
Utilities:		
Telephone:		
Insurance:		
Other (List):		
Office Supplies (List):		
Professional Services (list):		
Other Direct Costs (list):		
Total Cost Year 3		
Per Diem Rate for Year		

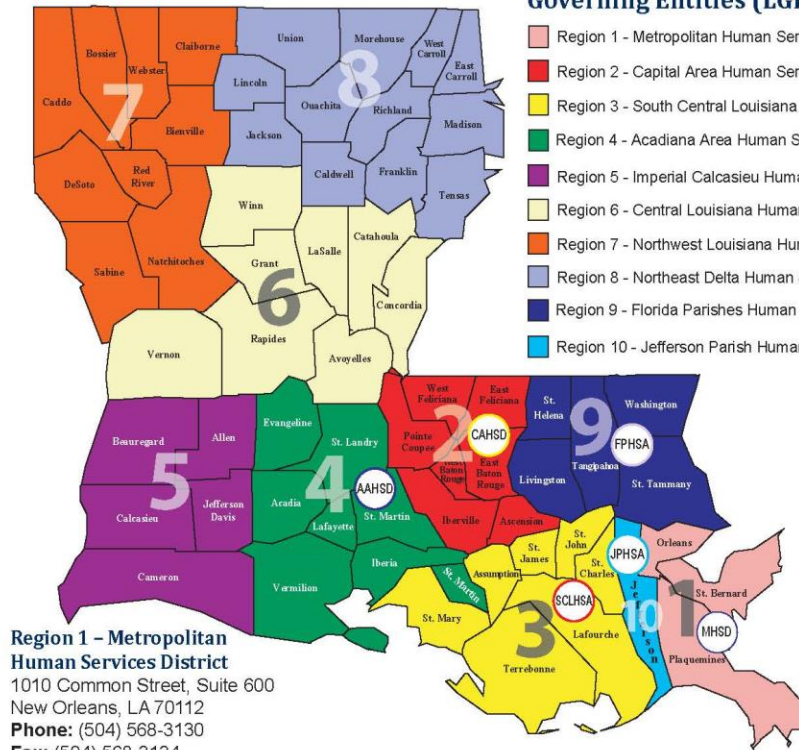
Total for all 3 years \$_____

Regional Map



Office of Behavioral Health Local Governing Entities (LGEs)

- Region 1 - Metropolitan Human Services District
- Region 2 - Capital Area Human Services District
- Region 3 - South Central Louisiana Human Services Authority
- Region 4 - Acadiana Area Human Services District
- Region 5 - Imperial Calcasieu Human Service Authority
- Region 6 - Central Louisiana Human Services District
- Region 7 - Northwest Louisiana Human Services District
- Region 8 - Northeast Delta Human Services Authority
- Region 9 - Florida Parishes Human Services Authority
- Region 10 - Jefferson Parish Human Services Authority



Region 1 - Metropolitan Human Services District

1010 Common Street, Suite 600
New Orleans, LA 70112
Phone: (504) 568-3130
Fax: (504) 568-3134

Region 2 - Capital Area Human Services District

4615 Government Street
Building 2
Baton Rouge, LA 70806
Phone: (225) 922-2700
Fax: (225) 925-1987

Region 3 - South Central Louisiana Human Services Authority

521 Legion Avenue
Houma, LA 70364
Phone: (985) 858-2931
Fax: (985) 858-2934

Region 4 - Acadiana Area Human Services District

302 Dulles Drive, Suite 1
Lafayette, LA 70506
Phone: (337) 262-4190
Fax: (337) 262-4178

Region 5 - Imperial Calcasieu Human Service Authority

3505 Fifth Avenue, Suite B
Lake Charles, LA 70607
Phone: (337) 475-3100
Fax: (337) 475-3105

Region 6 - Central Louisiana Human Services District

401 Rainbow Drive, #35
Pineville, LA 71360
Phone: (318) 487-5191
Fax: (318) 487-5184

Region 7 - Northwest Louisiana Human Services District

1310 North Hearne Avenue
Shreveport, LA 71107
Phone: (318) 676-5111
Fax: (318) 676-5021

Region 8 - Northeast Delta Human Services Authority

2513 Ferrand Street
Monroe, LA 71201
Phone: (318) 362-3270 or 3020
Fax: (318) 362-5051

Region 9 - Florida Parishes Human Services Authority

835 Pride Drive, Suite B
Hammond, LA 70401
Phone: (985) 543-4333
Fax: (985) 543-4817

Region 10 - Jefferson Parish Human Services Authority

3616 South I-10 Service Road, Suite 200
Metairie, LA 70001
Phone: (504) 838-5215
Fax: (504) 838-5714