



REQUEST FOR PROPOSALS

for

PRE-ADMISSION SCREENING AND RESIDENT REVIEW LEVEL I SERVICES

PROGRAM OPERATIONS

OFFICE OF AGING AND ADULT SERVICES

RFP #: 3000015670

Proposal Due Date/Time: November 5, 2021, 4:00 PM CT

Release Date: October 1, 2021

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REQUEST FOR PROPOSAL

FOR

PRE-ADMISSION SCREENING AND RESIDENT REVIEW LEVEL I SERVICES

Part 1. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing a web-based software application and clinical services to assist the Louisiana Department of Health (LDH), Office of Aging and Adult Services (OAAS), in the management of the Level I Pre-Admission Screening and Resident Review (PASRR) process. Level I is the first part of the PASRR process for identifying individuals suspected of having mental illness, and/or an intellectual or developmental disability or related condition.

LDH will award a single contract for a period of up to three (3) years subject to an annual allotment of funds.

1.2 Background

The Office of Aging and Adult Services (OAAS) is responsible for the Level I Pre-Admission Screening and Resident Review (PASRR) process required by federal regulation. Referral sources submit the PASRR Level I form via secured fax to OAAS staff, who check for indicators of mental illness and/or intellectual or developmental disabilities and related conditions to determine if a further evaluation by a PASRR Level II authority is required.

Over the last three state fiscal years, OAAS has processed an average of 33,014 Level I Screens from a variety of referral sources including, but not limited to hospitals, psychiatric hospitals, nursing facilities, rehabilitation hospitals, hospices, and physician offices. Trend data regarding the number of Level I PASRRs processed per year is provided in Attachment VI, *Trend Data*.

In addition to responsibility for PASRR Level I, OAAS is also responsible for assuring that an individual meets Nursing Facility Level of Care (NF LOC). OAAS does so through the use of a custom-built and owned application. The custom built application houses the level of care screening tool.

OAAS then communicates the outcome of the PASRR Level I Screen and the level of care decision to the referral source via email. Denials of admission to nursing facilities and referrals to a Level II authority are sent via regular mail to the applicant, and by email to the referral source and to the Level II authority.

Shortcomings of the current process include:

- Providers submit hard copies of the Level I Screen via email or fax. Data must then be entered by staff into a custom built software application. Providers' documents sometimes exceed the file size limits of the software applications that allow for the submission of secured documents.
- Lack of a provider portal and the advantages that would allow:

- easy user access;
- a more user friendly and reliable means for referral sources to submit documents needed for PASRR determination;
- efficient deployment of revisions that may be necessary to comply with federal regulation; and
- simpler data gathering and reporting.
- Shortage of qualified staff to gather additional information needed to determine the appropriateness for referral to a Level II authority. Sending unnecessary referrals slows the admission process and increasing the workload for the Level II authorities.
- Most critically, no information is provided regarding which nursing facility, if any, an individual is admitted to.

1.3 Goals and Objectives

OAAS is requesting proposals from qualified organizations to implement and administer a web-based Pre-Admission Screening Resident Review Level I process in accordance with 42 CFR Part 483 (Federal requirement mandating processes to identify evidence of mental illness, or an intellectual or development disability or related condition for all individuals seeking admission).

The Contractor shall:

1. Provide a HIPAA compliant, web-based software that:
 - a. Allows referral sources to input the PASRR Level I screen;
 - b. Allows system users to upload, download, save and print documents;
 - c. Manages user accounts for OAAS and other LDH staff and contractors, nursing facilities, hospitals and other provider types who submit PASRR Level I screens;
 - d. Includes an algorithm that accurately detects:
 - i. the possible presence of PASRR related conditions: mental illness (MI), intellectual disability (ID), developmental disability (DD) or a related condition (RC);
 - ii. the requirements for meeting exempted hospital admissions;
 - iii. the requirements for categorical determinations/ provisional admissions;
 - iv. cases that need additional clinical review before they are sent for a Level II review;
 - e. Includes on-demand, user defined reports;
 - f. Provides a daily copy of the production database; and
 - g. Is not dependent on OAAS or other agency staff for development, and shall not require that the user hold a particular type of credentials;
2. Employ mental health professionals to gather additional information from referral source or collateral contacts, conduct clinical reviews and determine the need for a Level II evaluation in cases where information submitted is insufficient for the algorithm to make the determination. (Refer to Sections 2.2.3 Clinical Services and 2.4.4 *Clinical Reviewers*).

3. Provide an electronic notice to the referral source within six (6) hours on business days, excluding State and federal holidays, indicating the receipt of a complete PASRR Level I Screen or a notice that additional information is required.
4. Upon receipt of a complete PASRR Level I screen, simultaneously provide an electronic notice to OAAS staff indicating that a complete PASRR Level I screen has been submitted.
5. Provide an electronic means of notifying the Level II authority or their contractor(s) that a Level II screening is required.
6. Provide an electronic means of notifying nursing facilities identified by the referral source that an individual has been approved for admission.
7. Provide that the ability to print or save the documents that nursing facilities will need to keep as part of an admitted resident's record are available only to the admitting nursing facility.
8. Include initial and on-going training for system users including LDH staff, referral sources and nursing homes.
9. Interface with and maintain real time data sharing with LDH computer applications built on the .NET Framework.
10. Provide technical support to providers and LDH staff on business days between the hours of 8:00 AM to 4:30 PM Central Time excluding State and federal holidays.
11. Provide real time information to LDH staff about where and when an individual is admitted to a nursing home.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or near the date approximated in the Schedule of Events. LDH shall reserve the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the 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, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3)-year term. The 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.

No contract or amendment shall be valid, nor shall LDH be bound by the contract or 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.

1.5 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation
BCP	Business Continuity Plan
Clinical Review	A clinical review consists of all parts of the process for making a determination of the need for a Level II evaluation for all cases where the algorithm was inconclusive. The review is inclusive of requests for additional information from the referral source or other individuals and the number of hours / number of contacts are not separately considered in defining a unit.
CMS	Centers for Medicare & Medicaid Services
Contractor	Any person having a contract with a governmental body; the selected Proposer
DD	Developmental disability
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
DOA	Division of Administration
DRP	Disaster Recovery Plan
EHD	Exempted hospital discharges
Form 142	The LDH form that provides information about approval for admission to a Medicaid certified nursing facility.
HIPAA	Health Information Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
ID	Intellectual disability
IST	Information Security Team
LDH	Louisiana Department of Health
Level II Authority	Federally designated entities responsible for determining the appropriateness of nursing facility admission and service needs of individuals identified as having a PASRR related condition. In Louisiana, the Level II Authorities are the Office of Behavioral Health and the Office for Citizens with Developmental Disabilities.
LGE	Local Governmental Entity. Many of the services provided by the Office for Citizens with Developmental Disabilities are provided by local governmental entities, also referred to Human Service Districts and Authorities.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
MI	Mental illness
Must	The term “must” denotes mandatory requirements.
NIST	National Institute of Standards and Technology
OAAS	Office of Aging and Adult Services
OBH	Office of Behavioral Health; Level II Authority for individuals living with mental illness

OCDD	Office for Citizens with Developmental Disabilities; Level II Authority for individuals living with intellectual or developmental disabilities or related conditions.
OPTS	OAAS Participant Tracking Systems
OS	Office of the Secretary
OSP	Office of State Procurement
PASRR	Pre-admission Screening and Resident Review
PASRR Level I Screen	The first part of the PASRR process that identifies individuals suspected of having mental illness, and/or an intellectual or developmental disability or related condition. A Level I PASRR review consists of all parts of the process from the receipt of the Level I Screen from the referral source to the determination of outcome, inclusive of notices of incomplete and/or abandoned screens.
PASRR Related Condition	Mental illness, or an intellectual or development disability or related condition that may require specialized services
Proposer	A firm or individual who responds to this RFP
QA	Quality Assurance
RC	Related condition
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	October 1, 2021
Deadline for receipt of inquiries	October 8, 2021
Deadline to answer written inquiries on or about	October 22, 2021
Deadline for receipt of proposals <i>ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.</i>	November 5, 2021, 4:00 PM CT
Notice of Intent to award announcement, and 14-day protest period begins, on or about	November 24, 2021
Contract execution, on or about	February 1, 2022

NOTE: The Louisiana Department of Health reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Hard Copy Proposal Submission

Firms or individuals who are interested in providing services requested under this RFP must submit a hard copy proposal containing the mandatory information specified.

The proposal must be received in hard copy (printed) version by Shelley Stubbs, RFP Coordinator, on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable.

Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Mailed proposal should be mailed to Shelley Stubbs, Office of Aging and Adult Services, P. O. Box 2031, Bin 14, Baton Rouge, LA 70821. The telephone number is 225-219-0319.

For courier delivery, the proposals should be delivered to Shelley Stubbs, Office of Aging and Adult Services, at 628 N. 4th Street, Baton Rouge, La 70802. The telephone number is 225-219-0319.

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS: 8 a.m. – 4:00 p.m. Monday – Friday.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals:

1. The Proposer must demonstrate a minimum of five (5) years recent experience providing a web-based software application for the submission and reporting of Level I PASRR screens.

1.8.2 Desirable Qualifications:

The following qualifications are desirable:

1. Experience greater than five (5) years in providing PASRR Level I services using a system with the elements and goals described above, particularly the elements and goals listed in Section 1.3 *Goals and Objectives* of this RFP;
2. Multi-state experience that allows for state-to-state comparisons of certain metrics, such as the percentage of exempted hospital discharges (no Level II PASRR Evaluation required) and the percentage of referrals to Level II authorities. and
3. Proposed staff include experienced clinical reviewers as defined in Section 2.4.4.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described in this section.

An item-by-item response to the Request for Proposals is requested.

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.**

1.9.1 Cover Letter

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

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

Requested Proposal Outline, including the Table of Contents:

- Cover Letter
- Table of Contents
- Company Background and Experience
- Approach and Methodology
 - Work Plan/Project Execution
 - User Management
 - Clinical Services
 - Notices
 - Technical Assistance/ Help Desk
 - Training
 - Quality Assurance Plan
 - Security/ Technical Requirements
 - Reports
 - Project Requirements
- Personnel Qualifications
- Cost and Pricing Analysis

1.9.3 Company Background and Experience (Preferably limited to 2 pages)

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and should include one (1) copy of its last three years of audited financial statements.

The proposal should indicate that 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. Proposers should give at least one (1) customer reference for products in use in other states. References should include the name, email address and telephone number of each contact person.

In this section, include a statement of the Proposer's involvement in litigation or contract disputes in the last five (5) years that could affect this work. Include contract terminations, regulatory actions, or criminal or civil investigations. If no such actions exists, Proposer should so state in their proposal.

Proposers should clearly describe their ability to meet the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

This section should also include the following information:

- Location of Administrative Office with full time personnel, include all office locations (address) with full time personnel;
- Name and address of principal officer;
- Name and address for purpose of issuing checks and/or drafts;
- For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;
- If an out-of-state Proposer, give name and address of local representative; if none, so state;
- If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, and termination date;
- 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; and
- Proposer's state and federal tax identification numbers.

1.9.4 Approach and Methodology

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Part 2, Scope of Work/Services 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.

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, if requested by LDH. The prime Contractor shall be the single point of contact for all subcontract work.

1.9.4.1 Level 1 Screen

1. Provide an overview of the Proposer's software system and portal as it is currently used in other states and any modifications that would need to be made for Louisiana. (Preferably limited to four (4) pages)
2. Describe how the algorithm accurately identifies PASRR conditions, exempted hospital discharges and categorical determinations/ provisional admissions without reliance upon LDH for the development of the algorithm or that the user hold a particular professional credential. Include an analysis of false positives and false negatives created by the Proposer's current system. (Preferably limited to four (4) pages)
3. Describe how the Proposer assures HIPAA compliance including limiting access to individual level based information to the nursing facilities identified by the referral source that an individual has been approved for admission. (Preferably limited to two (2) pages)
4. Describe the Proposer's system for allowing the referral source to submit supporting documentation. Include any limits on document size. (Preferably limited to two (2) pages)
5. Describe the Proposer's capacity to share real time data with other applications and the changes needed to accommodate the requirements of this RFP. (Preferably limited to two (2) pages)

1.9.4.2 User Management

Describe the Proposer's current user management system. Include how it addresses training, security concerns and what changes would need to be made to accommodate the requirements of a contract issued pursuant to this RFP. (Preferably limited to two (2) pages)

1.9.4.3 Clinical Services

Describe how Proposer currently identifies and responds to PASRR Level I Screens where additional information is needed to confirm the need for a Level II evaluation. If the Proposer's system currently includes clinical reviewers, include a detailed description of the number and qualifications of the personnel involved, procedures used and average length of time for making a determination. If the Proposer's current system does not currently include clinical reviewers, describe how this would be accomplished in accordance with the deliverable as specified in Section 2.4.4 Clinical Reviewers. (Preferably limited to four (4) pages)

1.9.4.4 Notices

1. Describe the notices currently created by the Proposer's system and the average length of time for delivery. Explain how any additional notices required as a deliverable listed in Section 2.2.4 Notices would be accomplished. (Preferably limited to four (4) pages)
2. Describe how the Proposer's system assures notice to OAAS and Level II Authorities of real time admission to nursing facilities. (Preferably limited to four (4) pages)

1.9.4.5 Technical Assistance/ Help Desk

Describe the help desk and technical assistance functions the Proposer currently uses. Include volume, methods of assistance and average response time. Include number and qualifications of personnel who manage the technical assistance and help desk functions. Include descriptions

of assistance offered. Include user satisfaction data if available. (Preferably limited to three (3) pages)

1.9.4.6 Training

Describe the training component of the Proposer's current system. Include the subject matter, method of delivery and intended audiences. Include user satisfaction data if available. Describe how the system could accommodate the additional elements required by a contract issued pursuant to this RFP. (Preferably limited to three (3) pages)

1.9.4.7 Quality Assurance Plan

Describe the Proposer's current system for quality assurance and how the system could accommodate any additional information required by a contract issued pursuant to this RFP. (Preferably limited to five (5) pages)

1.9.4.8 Security/ Technical Requirements

Describe how the Proposer's current system meets the technical requirements in Section 2.3 *Security, Technical Requirements and All Hazards Plan* and what changes, if any would need to be made to accommodate the requirements delineated in that section. (Preferably limited to four (4) pages)

1.9.4.9 Reports

Describe the reports the Proposer's system currently generates. Include the report type, information included, frequency and ability to compare across states, if applicable. Describe how the system could accommodate the additional reports required by a contract issued pursuant to this RFP. (See especially Sections 2.2.1 *Level I Screen* and 4.2.2 *Reports*; Preferably limited to five (5) pages)

1.9.4.10 Project Requirements

Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within in Part 2, Scope of Work/Services. Identify all assumptions or constraints on tasks. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period. (Preferably limited to four (4) pages)

1.9.4.11 Additional Information

As an appendix to its proposal, Proposers should provide copies of any policies and procedure manuals, if available, applicable to a contract issued pursuant to this RFP, inclusive of organizational standards or ethical standards. This appendix should also include a copy of Proposer's All Hazards Response Plan which should comply with the requirements at Section 2.3.4 *All Hazards Plan*.

1.9.5 Proposed Staff Qualifications (Preferably limited to four (4) pages except for resumes)

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.

Include job descriptions, with the percentage of time allocated to the project, the number of personnel, 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.

Key personnel and the percentage of time directly assigned to the project should be identified.

Résumés of all known personnel should be included. Résumés of proposed personnel should include, but not be limited to:

- Experience with Proposer;
- Previous experience in projects of similar scope and size; and
- Educational background, certifications, licenses, special skills, etc.

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.

Proposer should include a description of the number and professional qualifications of individuals carrying out the following functions:

- clinical reviews described at 2.2.3 Clinical Services;
- help desk/ technical assistance described at 2.2.5 Technical Assistance and Help Desk; and
- training described at 2.2.6 Training.

1.9.6 Veteran and Hudson Initiative Programs Participation

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

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

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

In RFPs 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:
<https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.

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.

1.9.7 Cost Proposal

The Proposer shall provide the total cost for providing all services described in this RFP. 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.

Proposers shall submit the breakdown in the same format as the attached sample cost template form (See Attachment V, *Cost Template*) 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.

Where not required in the Cost Template, for information purposes, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

1.9.8 Certification Statement

The Proposer must sign electronically or submit a scanned signature on Attachment I, *Certification Statement*.

1.9.9 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.10 Number of Copies of Proposal

The State requests that the proposal be submitted as directed in Section 1.7 *Hard Copy Proposal Submittal*. The proposal shall contain original signatures, electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following should be submitted as separate files:

- One (1) Original (clearly marked "Original") and six (6) numbered copies of the technical proposal The proposal shall be named: RFP# 3000015670 Technical Proposal - [Proposer Name].
- One (1) Original (clearly marked "Original") and six (6) numbered copies of the cost proposal. The proposal shall be named: RFP# 3000015670 Cost Proposal - [Proposer Name].
- One (1) redacted copy technical proposal, if applicable. The redacted proposal shall be named: RFP# 3000015670 Redacted Technical Proposal - [Proposer Name].

- One (1) searchable electronic copy of the technical proposal on a USB flash drive.
- One (1) searchable electronic copy of the redacted proposal, as applicable, on a USB flash drive.

1.12 Legibility/Clarity

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

1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

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

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal, if applicable. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

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

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

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below by the deadline specified in the schedule of events. All communications relating to this RFP must be directed to the RFP Coordinator, who is listed below. 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.

RFP Coordinator
Shelley Stubbs
Program Manager
Louisiana Department of Health/OAAS
Telephone: (225) 219-0319
Fax: 225-219-0202
Shelley.Stubbs@la.gov

LDH will consider written inquiries regarding the requirements of the RFP 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 via email 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>

They may also be posted at:

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

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.

Only the RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of LDH. Any communications from any other individuals shall not be binding to LDH.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <https://www.doa.la.gov/doa/osp/>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:

<https://www.doa.la.gov/doa/osp/vendor-resources/>

1.14.2 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 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; and
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Error and Omissions in Proposal

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

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at

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

Addenda may also be posted at:

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

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by LDH to award a contract, 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.

1.20 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, LA R.S. 44:1, et seq.

1.21 Cost of Offer Preparation

The Department 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 Department. 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.

1.22 Taxes

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

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

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.1505. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

- The Proposer should (preferable) 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.

1.24 Use of Subcontractors

LDH 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 the RFP and proposal. This general

requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

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 State.

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:

- The subcontractor(s) will provide a written commitment to accept all contract provisions; and
- 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.

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

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

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation 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.

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

1.29 Contract Award and Execution

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

The RFP, including any addenda added and the proposal of the selected Proposer shall become part of any contract initiated by the Department.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment II, Sample Contract. 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, but LDH is not obligated to accept any changes. Negotiations may begin with the announcement of the selected Proposer.

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.

1.30 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of LDH on the basis of the responsive and responsible Proposer with the highest score.

The Department will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The Department reserves the right to:

- Make an award without presentations by Proposers or further discussion of proposals received;
- Enter into a contract without further discussion of the proposal submitted based on the initial offers received; or
- Contract for all or a partial list of services offered in the proposal.

All proposals received *(except for that information appropriately designated as confidential in accordance with R.S. 44:3.2)*, scores of each proposal considered along with a summary of scores, and a memorandum justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the State Chief Procurement Officer within fourteen (14) calendar days after the award has been announced.

The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent (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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

1.32.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount. The Contractor shall not commence work under the 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.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

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

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.

1.32.2.2 Commercial General Liability

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

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect 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.

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall

provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

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

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.

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$3,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

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

1.32.4 Other Insurance Provisions

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

1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

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

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

1.32.4.2 Workers Compensation and Employers Liability Coverage

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

1.32.4.3 All Coverages

All policies must be endorsed to require thirty (30) days written notice of cancellation to the Agency. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

1.32.5 Acceptability of Insurers

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

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

1.32.6 Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana
LDH OAAS Its Officers, Agents, Employees and Volunteers
628 N 4th Street
Baton Rouge, LA 70802
RFP #: 30000015670

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

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

1.32.7 Subcontractors

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

1.32.8 Workers Compensation Indemnity

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

1.33 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

1.34 Liability and Indemnification

1.34.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including

attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

1.34.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

1.34.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

1.34.4 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

1.34.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.34.6 Other Remedies

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

1.35 Payment

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 OAAS Assistant Secretary or designee. Continuation of payment shall be dependent upon available funding.

Payments will be made to the Contractor after written acceptance by LDH 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.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid out annually.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly.

Payments to the Contractor for services rendered for this Project shall be based on an itemized invoice showing the services provided and the quantity of services provided. The invoice shall be accompanied by supporting documentation including the detailed reports listed in Section 4.2.2 *Reports*.

Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between tasks, up to the maximum established from the Contractor's proposed costs.

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.

1.35.1 Electronic Vendor Payment Solutions

The Department desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment IV, *Electronic Vendor Payment Solution*, for additional information regarding electronic payment methods and registration.

1.36 Termination

1.36.1 Termination of the Contract for Cause

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

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

1.36.2 Termination of the Contract for Convenience

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

1.36.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such

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

1.37 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.38 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any negotiated contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.39 Civil Rights Compliance

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

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Contract.

1.40 Record Ownership

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

1.41 Entire Agreement/ Order of Precedence

The Contract, together with the RFP 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, shall constitute the entire agreement between the parties with respect to the subject matter.

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

1.42 Contract Modifications

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

1.43 Substitution of Personnel

The Contractor's personnel assigned to the 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. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the Department's or Contractor's reasonable control, as the case may be, the Department or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.44 Governing Law

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.45 Claims or Controversies

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

1.46 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if awarded the contract. The Louisiana Board of Ethics shall be 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 Proposer.

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 the 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 the contract.

1.47 Corporate Requirements

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

- If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana Secretary of State.
- 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 La. R.S. 12:301-302 from the Louisiana Secretary of State.
- 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.

1.48 Prohibition of Discriminatory Boycotts of Israel

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

Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Part 2. SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Contractor will provide a software application and clinical services that provide for the electronic submission of PASRR Level I screens and rapid determination of the presence or absence of a PASRR related condition in applicants to Medicaid certified nursing facilities. The system will also provide notifications to the referral sources and relevant State agencies about the findings of the Level I screen and subsequent admissions to nursing facilities.

2.2 Deliverables

2.2.1 Level I Screen

2.2.1.1 Within ninety (90) days of the contract execution, the Contractor shall provide and manage user access to a web-based software application for the submission of an electronic Level I PASRR Screen. The software shall:

1. Include a secure portal that allows for the electronic submission of a PASRR Level I Screen and supporting documentation. The portal shall allow for the submission of files at least of thirty (30) MB.
2. Include an algorithm that accurately detects the possibility of PASRR related conditions, the conditions for exempted hospital discharges and categorical determinations/provisional admissions. The algorithm shall not be dependent on OAAS or other LDH staff for development, and shall not require that the user hold a particular type of credential.
3. Be HIPAA compliant (see Attachment IV *HIPAA Business Associate Addendum*, including limiting access to individual level based information to the nursing facilities identified by the referral source that an individual has been approved for admission.
4. Be protected from loss or destruction through rigorous IT security and redundancy measures. All operations data will be maintained in a secure platform, which will provide automated, geographically-dispersed disaster recovery within the continental United States.
5. Manage secure user access for an unlimited number of referral sources and LDH staff.
6. Comply with CMS regulations regarding PASRR and shall be updated as required to maintain compliance.
7. Provide a means of capturing and reporting real-time admission to nursing facilities.
8. Provide a means for admitting nursing facilities to save and print information needed for proof of eligibility for admission.
9. Provide outcomes of the PASRR Level I Screening to LDH staff and the referral source in six (6) business hours when sufficient information has been provided by the referral source.
10. Include on-demand user defined reports which allow users to print, save and export the report to Microsoft Excel. At a minimum user defined reports shall include:

- a. Filters for nursing facility, dates and level I outcome;
- b. List of individuals with a Level I Screen decision within a given date range, nursing facility and/or level I outcome. The report shall include name, social security number, date of birth, referral source, date of Level I screen, Level I outcome, date of Level II referral (if applicable), and Level II decision (if applicable).
- c. List of individuals admitted to a nursing facility within a given date range, nursing facility and/or Level I outcome. The report shall include name, social security number, date of birth, nursing facility, date of Level I screen, outcome of Level I screen, date of Level II referral (if applicable), Level II decision (if applicable).
- d. Counts of Level I Screen within a given date range, nursing facility and/or Level I outcome:
 - Number of Level I requests by referral source
 - Number of Level I requests by outcome
 - Number of clinical reviews required for Level I decision
 - Number of Level II referrals by outcome
 - Number of nursing facility admissions

2.2.2 User Management

- 2.2.2.1 The Contractor should adhere to state and federal regulations and guidelines as well as industry standards for user management. Contractor will use access control to protect files and directories, in compliance with NIST IR 7316. Security model should allow for the expression and enforcement of policies and policy classes. The separation of duty policies used must enforce access constraints on users to roles or tasks.
- 2.2.2.2 Provide initial training to security administrators for each referral source, nursing homes and LDH users on how to serve as the primary point of contact and how to authorize other users. Referral sources, with the exception of physicians, shall not be granted user status until they have completed basic training regarding the purpose and processes of PASRR.

2.2.3 Clinical Services

Within ninety (90) days of the contract execution, cases where the algorithm is unable to determine the need for a Level II evaluation, the Contractor shall employ mental health professionals to gather the additional information from the referral source or collateral contacts necessary to make that determination.

For the purposes of the Contract, mental health professionals are defined as individuals who:

- Hold a Louisiana license or its equivalent in a mental health profession that prepares them to assess and diagnose MI/DD/ID/RCs acting within the scope of all applicable State laws and their professional license, or
- Hold a Louisiana RN license or its equivalent and have at least one year's experience in adult psychiatric and mental health practices, or

- Have been approved in writing by OAAS as having the appropriate qualifications to conduct clinical reviews.

Collateral contracts shall include but are not limited to family members and physicians.

Such clinical reviews will begin within two (2) business hours of notice that the algorithm was unsuccessful in making the determination of need for a Level II evaluation and a decision shall be rendered within six (6) business hours after sufficient information is gathered from the referral source and/or collateral contracts.

2.2.4 Notices

The system must minimally provide the following notices electronically:

- 2.2.4.1 To OAAS staff and the referral source, the need for the referral source to provide additional information to complete the original PASRR Level I Screen in real time at the point of submission.
- 2.2.4.2 To OAAS staff, the outcome of the PASRR Level I Screen within six (6) business hours excluding weekends and State and federal holidays.
- 2.2.4.3 To nursing facilities identified by the referral source as facilities where the applicant is being considered for admission, the outcome of the PASRR Level I process and the level of care eligibility determination.
- 2.2.4.4 To OAAS/OBH/LGEs, the need for a Level II evaluation in real time.
- 2.2.4.5 To OAAS/OBH/OCDD staff, the name and location of the admitting nursing facility and the time and date of the admission in real time.

2.2.5 Technical Assistance/ Help Desk

The Contractor shall:

- 2.2.5.1 Maintain office hours to conduct business and operate the helpdesk that includes a toll-free telephone number and email address, Monday through Friday excluding state and federal holidays between the hours of 8:00 a.m. and 5:00 p.m. CT providing at least one (1) person available at all times throughout the business day. The toll-free 800-telephone number will be included in all correspondence with individuals and providers.
- 2.2.5.2 Post holidays and other business closures at least annually on the software application website.
- 2.2.5.3 Notify users and LDH staff about unanticipated or emergency office closures as soon as possible via email and by posting a notice on the software application website.
- 2.2.5.4 Staff the helpdesk with professional, courteous, PASRR informed individuals who have high quality, current, and specific knowledge about the PASRR process, including all unique features of the Louisiana PASRR process in order to accurately address questions.
- 2.2.5.5 Respond to PASRR helpdesk calls and emails within two (2) business hours.

2.2.6 Training

The Contractor shall provide initial and on-going training to all referral sources, nursing facilities and LDH users as needed to use the software application. The initial training shall be provided in-person at locations arranged by LDH. The on-going training may be provided on-line and as a self-guided module. The Contractor's obligations in this regard include, but are not limited to, the following:

- 2.2.6.1 Develop a State-approved comprehensive library of training materials that can be accessed from LDH webpages.
- 2.2.6.2 Develop a State-approved provider manual that includes policies and procedures for use of the web-based application.
- 2.2.6.3 Ensure that users affiliated with referral sources have completed training regarding PASRR purposes and processes.

2.2.7 Quality Assurance Plan

- 2.2.7.1 The Contractor shall develop and implement an internal quality assurance (QA) plan to assure effective performance of all contract deliverables. The plan shall include mechanisms for assessing quality of performance on all deliverables as well as a process for remedial action should performance fall below the indicators identified in this RFP, the contract, or below measures and standards set by the Contractor in the QA plan.
- 2.2.7.2 The initial QA plan shall be delivered to OAAS for review and approval no later than thirty (30) days prior to the contract start date. OAAS will review and provide comments for needed revisions. If revisions are required, the Contractor shall have ten (10) business days to make revisions and resubmit the plan to OAAS for approval.
- 2.2.7.3 The Contractor shall update the QA plan on an annual basis and submit to OAAS for approval. Any substantial changes made to the QA plan must be approved in writing by OAAS.
- 2.2.7.4 Specific areas that must be addressed include:
 - 1. PASRR Level I Screening and Clinical Services
 - 2. The Contractor will examine a valid sample to be approved by OAAS and use a record review audit tool approved by OAAS to measure accuracy, completeness and timeliness of both algorithm based and clinical review PASRR Level I Screen decisions. OAAS may audit the Contractor PASRR Level I Screen audits at will, and the Contractor shall supply OAAS with any information required to facilitate this process.
 - 3. Technical Assistance / Help Desk:
 - 4. The Contractor shall monitor a representative sample of help desk and technical assistance requests for accuracy and timeliness of response.
 - 5. Complaints
 - 6. The Contractor shall create a record of all complaints received from referral sources and providers regarding Contractor performance or the performance of the web-based system. The Contractor shall make individual complaints available to OAAS upon request.
 - 7. Training

8. The Contractor shall collect and assess user satisfaction with training materials and training delivery method.

2.3 Security, Technical Requirements and All Hazards Response Plan

2.3.1 Security

- 2.3.1.1 Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <https://www.doa.la.gov/doa/ots/policies-and-forms/> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.
- 2.3.1.2 All Contractors that will house the State's confidential/restricted data outside of the State's network must have a SOC 2 Type 2 certification, acceptable similar certifications, or complete the OTS Third Party Assessment and with review.
- 2.3.1.3 The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in CSV/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 is dependent on the needs of the Department related to the data being transmitted. Required files for this purpose will be transmitted via the State approved file transfer process to a secure server. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- 2.3.1.4 The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- 2.3.1.5 The Contractor shall 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.
- 2.3.1.6 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.
- 2.3.1.7 Any confidential information must be encrypted to FIPS 140-2 standards in transit and at rest.
- 2.3.1.8 Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST 800-171, NIST 200-144, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for

confidential information (HITECH, HIPAA Part 164).

2.3.1.9 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.

2.3.1.10 All Contractor utilized computers and devices must:

- Be protected by industry standard virus protection software which is automatically updated on a regular schedule;
- Have installed all security patches which are relevant to the applicable operating system and any other system software; and
- Have whole disk encryption.

2.3.2 Cybersecurity Training

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

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

2.3.3 Performance Parameters

At a minimum, the service shall meet the following end-to-end performance parameters:

- Availability of 99.95% or greater;
- Enable transport layer encryption TLS 1.1 or higher;
- Offers testing and staging environments;
- Enables application logs that would assist with a forensic investigation; Maintains logs for four months; Logs shall be provided upon request within 3 business days;
- Daily backup of application data.

2.3.4 Performance Period

A performance period of thirty (30) continuous working days of 99.95 percent uptime shall constitute the completion of the successful performance period. Up-time percentage is computed by dividing the total hours (or fraction thereof) the service was available and functioning by the total hours (or fraction thereof) in the performance period. Downtime for each incident shall start from the time the State or agency, as applicable, contacts the Contractor's designated representative until the service meets all performance parameters specified in Performance Parameters. Downtime is defined as the time a system has a critical problem as defined in Section 2.3.4.1 Critical Problems. The State shall maintain records to satisfy the requirements of the performance period.

2.3.4.1 Critical Problems

Critical problems are defined by temporary or permanent outages as well as user inaccessibility to utilize features required for business decisions.

2.3.5 All Hazards Plan

- 2.3.5.1 The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during unexpected failures or disasters, (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters.
- 2.3.5.2 Contingency plans shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operation environment.
- 2.3.5.3 The Contractor shall have a Contingency Plan that must be submitted to LDH for approval no later than thirty (30) days prior to the planned use start date and annually by April 30th of each contract year. If the plan is unchanged from the previous year and was previously approved by LDH, the Contractor shall submit a certification to LDH that the prior year's plan is still in place.

At a minimum, the Contingency Plan shall address the following scenarios:

1. The central computer installation and resident software are destroyed or damaged;
2. The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transaction that are active in a live system at the time of the outage;
3. System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system;
4. System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the system, such as it causes unscheduled system unavailability; and

5. The Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.
- 2.3.5.4 The Contractor shall annually test, by April 30th of each contract year, its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore systems functions.
- 2.3.5.5 In the event the Contractor fails to demonstrate through these tests that it can restore systems functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test. The corrective action plan shall include the successful execution of the tests to restore systems function.

2.4 Project Requirements

2.4.1 Liaisons

The Contractor shall provide the name and qualifications of an individual or individuals who will serve as Project Manager and OAAS liaison with respect to implementation and maintenance of the services. The individual(s) must have expertise with the PASRR regulations and processes. The individual at a minimum must communicate with OAAS on a weekly basis during initial service deployment and no less than monthly thereafter.

2.4.2 IT Integration and Configuration

At a minimum, the software shall need to be configured to interface with the OAAS Participant Tracking Systems (OPTS) and the Office of Behavioral Health's Utopia system.

OPTS user interface utilizes C#. The platform is .NET MVC, integrating with a 2017 Microsoft SQL server. Utopia's user interface utilizes Microsoft Visual Basic 6.0. The platform is COM+ using Microsoft Visual FoxPro 6.0 updated to Microsoft Visual FoxPro 9.0, integrating with a 2000 Microsoft SQL server.

The Contractor shall provide the name and qualifications of an individual or individuals who will serve as Project Manager and OAAS liaison with respect to the IT deployment, configuration, and integration. The individual at a minimum must communicate with the OAAS System Manager and OTS Project Manager on a weekly basis during initial service deployment and as needed thereafter.

2.4.3 Stakeholder Meetings

The Contractor shall meet with stakeholders identified by LDH within sixty (60) days of contract execution to provide an overview of the services and respond to questions. The meeting shall be in person if possible and virtually if in-person is not possible for reasons beyond the Contractor's control (e.g., health advisories recommending limited travel).

2.4.4 Clinical Reviewers

The Contractor shall employ a sufficient number of clinical reviewers to conduct additional reviews in cases where the algorithm is unable to automatically determine the possible presence or absence of a

PASRR related condition (see Section 2.2.3 Clinical Services) and render a determination within six (6) business hours once the referral source or collateral informant provides requested information. Clinical reviewers shall:

- Hold a Louisiana license or its equivalent in a mental health profession that prepares them to assess and diagnose MI/DD/ID/RCs acting within the scope of all applicable State laws and their professional license, or
- Hold a Louisiana RN license or its equivalent and have at least one year's experience in adult psychiatric and mental health practices.

Exceptions to these qualifications may be made on a case-by-case basis upon the written approval of OAAS.

Proof of license or equivalency shall be provided to OAAS.

2.4.5 Detailed Project Work Plan

No later than two (2) weeks after the contract start date, the Contractor must develop and submit a Detailed Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and Detailed Project Work Plan deliverables. The Contractor's Project Work Plan must also maintain the following date-sensitive information:

- 2.4.5.1 Anticipated start and end dates for all tasks, subtasks, and activities (including milestones and deliverables);
- 2.4.5.2 Revised start and end dates for tasks, subtasks, and activities, if schedule fluctuation has occurred;
- 2.4.5.3 Task Durations;
- 2.4.5.4 Actual start and end dates for all current and completed tasks, subtasks, and activities; and
- 2.4.5.5 Descriptions of projects tasks.
- 2.4.5.6 OAAS may approve or reject, in writing, the Detailed Projected Work Plan or any proposed updates to the Detailed Project Work Plan.
- 2.4.5.7 The Contractor shall submit a progress report in writing on the status of work completed from the Detailed Project Work Plan to LDH for review on at least a weekly basis.

Part 3. EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Additionally, LDH may consider any relevant information about any Proposer known or discovered by LDH. The evaluation will be conducted according to the following:

3.1 Evaluation Criteria and Assigned Weights

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

Evaluation Criteria	Maximum Score
Company Background and Experience	7
Approach and Methodology	50
Proposed Staff Qualifications	6
Louisiana Veteran and/or Hudson Initiative <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 3.3 for details	12
Cost	25
TOTAL SCORE	100

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

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

3.2 Cost Evaluation

A. 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:

$$CCS = (LPC/PC) * 25$$

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.

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

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one (1) or more certified small entrepreneurship 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.

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

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

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

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

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

Part 4. PERFORMANCE STANDARDS

4.1 Performance Requirements

4.1.1 Technical Assistance Response

The Contractor shall respond to technical assistance / helpline requests within two (2) business hours.

4.1.2 System Downtime

The Contractor shall provide advance notice of planned down times for system maintenance and shall carry out maintenance only after central time business hours.

4.1.3 Timeliness of Level I Determinations

Determinations of the need for a Level II evaluation shall be made within six (6) hours of the referral source's submission of information sufficient for a determination.

The Contractor shall complete clinical reviews within two (2) business hours of notice that the algorithm was unsuccessful in making the determination of need for a Level II evaluation. Clinical reviews shall be completed within six (6) business hours of receipt of information from the referral source and/or collateral contacts.

4.1.4 Accuracy of Level I Determinations

The Level I Screening algorithm should generate zero false negatives.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation

4.2.1.1 Service Response and Restoration

The PASRR Level 1 service shall remain uninterrupted during any system outages, PASRRs shall be completed within the six hour window.

Service outages that last longer than four (4) hours may incur performance penalties in accordance with Liquidated Damages.

The Contractor shall make available to the State any and all logs, records, maintenance reports and other documentation which the State requests in order to determine usage and outages. Each party shall assist the other in resolving claims. The State may withhold from any payments to the Contractor the cost of damages from interruption of services.

4.2.1.2 LIQUIDATED DAMAGES

It is understood and agreed between the State and the Contractor, that time is of the essence and that for each calendar day of delay beyond any milestone date in the Detailed Project Work Plan after due allowance for such extension or extensions of time that may be consented to by the State, the Contractor shall pay to the State as liquidated damages the sum of one-half percent (.5%) of the Contract amount.

In the event the Contractor fails to meet the requirements during the contract, LDH may assess liquidated damages against the Contractor in the amounts specified. If assessed, the liquidated damages will be used to reduce LDH's payments to the Contractor or if the liquidated damages exceed amounts due from LDH, the Contractor will be required to make cash payments for the amount in excess.

The Contractor may be assessed up to \$1,000 per Business Day for any instance in which the portal is not accessible for twenty-four (24) hours or more when such inaccessibility is not a result of acts of God or force majeure.

If completion of the review of Level I Screens exceeds six (6) hours after all requested information is received from the referral source, the Contractor may be assessed \$200 for each instance.

The Contractor may be assessed \$200 for each instance in which a clinical review was not initiated within two (2) hours of the algorithm's inability to determine the need for a review by a Level II authority.

The Contractor may be assessed \$200 per instance for any failure to send a required notice to the referral source, OAAS staff or a Level II authority within six (6) hours.

The Contractor may be assessed \$200 per instance in which a clinical review was not completed within six (6) hours.

The Contractor may be assessed \$200 per Business Day for late submission of any required report.

The Contractor may be assessed \$200 per instance for any failure to respond to a request for technical assistance within two (2) hours.

4.2.2 Reports

At a minimum, the Contractor shall provide the following listed reports provided below on the due dates indicated. Additional reports may be required. Reports shall be submitted electronically.

	Due Date	Description
Annual Activity Report	10 th calendar day of month following the end of the fiscal year.	Narrative report that summarizes activities on all primary deliverables. Must exclude client level data.

	Due Date	Description
Level I Outcomes Report	10 th calendar day of each month following the month for which the data is collected.	<ol style="list-style-type: none"> 1. Total Level 1 reviews. 2. Number and percent of automatic (algorithm) approvals. 3. Number and percent and outcome of clinical reviews. 4. Number and percent of Level I reviews where no Level II required. 5. Number and percent where Level II evaluation is required. 6. If the Contractor operates in multiple states, comparatives on all measures to other states. 7. Average and range of response times for making the Level I determination. 8. All instances in which a Level I determination was not made within 6 hours of receiving all requested information from a referral source. 9. Number and percent of PASRR Level I Screen outcome electronic notices sent to OAAS, OBH, OCDD and the referral source- <ol style="list-style-type: none"> a. Within six (6) business hours of decision, and b. Outside of six (6) business hours of decision. 10. When the algorithm was unsuccessful in making the determination of need for a Level II evaluation, the number and percent of clinical reviews started – <ol style="list-style-type: none"> a. Within two (2) business hours, and b. Outside of (2) business hours. 11. Number and percent of clinical reviews completed

	Due Date	Description
		within six (6) business hours of receipt of information from the referral source and/or collateral contacts.
Quality Assurance Report	<p>10th calendar day of each quarter following the quarter for which the data is collected.</p> <p>10th calendar day of each year following the year for which the data is collected.</p>	<p>All elements of the quality assurance plan including:</p> <ol style="list-style-type: none"> 1. Findings of the representative sampling of the PASRR Level I Screen decisions and what system improvement actions were implemented to address performance. Findings from the representative sampling of the technical assistance/help desk requests and what system improvements were implemented to address performance. Summary of complaints received, including the nature of the complaint and how it was resolved. 2. Findings from the survey of users accessing training materials (in person and/or electronic) and what if any improvements were implemented.
Exempted Hospital Discharge	10 th calendar day of each month following the month for which the data is collected.	<ol style="list-style-type: none"> 1. Total number of EHDs. 2. Number and percent of EHDs by referral source. 3. If the Contractor operates in multiple states, comparatives on all measures to other states.
Categorical Determinations/ Provisional Admissions Report	10 th calendar day of each month following the month for which the data is collected.	<ol style="list-style-type: none"> 1. Total number of categorical determination/ provisional admissions requests. 2. Number and percent of categorical determination/ provisional admission requests by referral source. 3. If the Contractor operates in multiple states, comparatives

	Due Date	Description
		on all measures to other states.
Monthly Activity Report	10 th calendar day of each month following the month for which the data is collected.	Narrative report that summarizes activities on all primary deliverables. Must exclude client level data.
Training Report	10 th calendar day of each month following the month for which the data is collected.	Number and name of referral sources that accessed the training.
Technical Assistance	10 th calendar day of each month following the month for which the data is collected.	<ol style="list-style-type: none"> 1. List of users requesting technical assistance. 2. Number of requests for assistance. 3. Number and percentage of responses by method. 4. Average response time by method of request. 5. Number and percent of technical assistance requests responded to: <ol style="list-style-type: none"> a. Within two (2) business hours, and b. Outside of (2) business hours.
User Management Report	10 th calendar day of each month following the month for which the data is collected.	User name and organization for all entities with access to the system.
Performance Period Report	10 th calendar day of each month following the month for which the data is collected.	Percentage of total hours the service was available and functioning (see Section 2.3.4)

4.2.3 Monitoring Plan:

During the ninety (90) day initial startup period, OAAS staff shall hold weekly phone calls at a minimum with the Contractor's Program Liaison and IT Coordinator. Thereafter, OAAS staff will review reports on no less than a monthly basis and request additional information as needed to clarify reports submitted by the Contractor.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

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.

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. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
LaGOV Vendor Number	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for ninety (90) calendar days from the date of Proposer's signature below.
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) calendar 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. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.

6. Proposer certifies, 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. 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 terminate business activities, or take any other action 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 action. 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.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Authorized Signature: _____

Print Name: _____

Title: _____

LDH - CF - 1

Revised: 2019-08-07

CONTRACT BETWEEN STATE OF LOUISIANA

LAGOV:

LOUISIANA DEPARTMENT OF HEALTH

LDH:

Agency #

AND

FOR

☐ Personal Service ☐ Professional Service ☐ Consulting Services ☐ Social Services ☐ Governmental (State/Agency) ☐ Governmental (Local)

RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID#	State LDR Account #
2) Street Address	6) Parish(es) Served	
City	State	Zip Code
3) Telephone Number	7) License or Certification #	
4) Mailing Address (if different)	8) Contractor Status	
	Subrecipient:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Corporation:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	For Profit:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Publicly Traded:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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) Estimated 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):		

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 confidentially 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. **Non-assignability:** 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 "sub-recipient" 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:
 - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o 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. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

35. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
36. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
37. **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.
38. **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.

<div></div>	<div>STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH</div>
<div>SIGNATUREDATE</div> <div></div>	<div>SIGNATUREDATE</div> <div></div>
<div>NAME</div> <div></div>	<div>NAME</div> <div></div>
<div>TITLE</div>	<div>TITLE</div>
<div></div>	<div></div>
<div>SIGNATUREDATE</div> <div></div>	<div>SIGNATUREDATE</div> <div></div>
<div>NAME</div> <div></div>	<div>NAME</div> <div></div>
<div>TITLE</div>	<div>TITLE</div>

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. DHS 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.

ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one (1) of the following options: You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

COST TEMPLATE

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

Instructions:

Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP.

Proposer shall provide one flat Per Unit Rate per Deliverable for each Year in the table. This rate shall be fully burdened with all costs for the provision of services, including travel, and administrative expenses, which cannot exceed twelve percent (12%) of direct costs. Proposer shall multiply its proposed Per Unit Rate by the # of Anticipated Number of Units provided by the State, to calculate the Total Cost per Task. The Total Cost per Task shall be summed for each year and added together to calculate a Total Cost for All 3 Years, for Evaluation.

*This number reflects a projection only and is not a guarantee of the number of units/ screens expected. It is for evaluation purposes only.

All costs must be in US dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

Deliverables – Year 1	Unit of Measure	*Anticipated Number of Units	Per Unit Rate	Total Cost per Task (extended cost)
Configuration/ integration with the following State databases (See, Section 2.3.1.6, Contractor expenses for access to LDH systems and vice versa) <ul style="list-style-type: none"> OAAS-PRD-SQL01/.NET framework (OPTS) DHH-ISB-DEV01 SQL DB/Layer 1 UI Visual Basic 6.0, Layer 2 COM+ developed with Foxpro 6.0, upgraded to Foxpro 9.0 (Utopia) 	# of Hours	15		
Level I PASSRR Reviews <ul style="list-style-type: none"> A Level I PASRR review consists of all parts of the process from the receipt of the Level I Screen from the referral source to the determination of outcome, inclusive of notices of incomplete and/or abandoned screens. 	# of Level I Screens	33,014		
Clinical Reviews <ul style="list-style-type: none"> A clinical review consists of all parts of the process for making a determination of the need for a Level II evaluation for all cases where the algorithm was inconclusive. The review is inclusive of requests for additional information from the referral source or other individuals and the number of hours / number of contacts are not separately considered in defining a unit. 	# of Clinical Reviews	2588		
<ul style="list-style-type: none"> Training (Travel expenses shall be incorporated into the hourly rate) Initial training for referral sources and state users (3 8-hour days in LA) 	# of hours	24		

Help Desk/Technical Assistance	# of hours	2080		
Project Management and Requirements (includes services of Project Manager and OAAS liaison, delivery of Quality Assurance Plan, any other costs not included in the above listed deliverables)	# of hours	520		
Year 1 Total				

Deliverables - Year 2	Unit of Measure	*Anticipated Number of Units	Per Unit Rate	Total Cost per Task
Level I PASRR Reviews <ul style="list-style-type: none"> A Level I PASRR review consists of all parts of the process from the receipt of the Level I Screen from the referral source to the determination of outcome, inclusive of notices of incomplete and/or abandoned screens. 	# of Level I Screens	33,014		
Clinical Reviews <ul style="list-style-type: none"> A clinical review consists of all parts of the process for making a determination of the need for a Level II evaluation for all cases where the algorithm was inconclusive. The review is inclusive of requests for additional information from the referral source or other individuals and the number of hours / number of contacts are not separately considered in defining a unit. 	# of Clinical Reviews	2588		
Help Desk/Technical Assistance	# of hours	2080		
Project Management and Requirements (includes services of Project Manager and OAAS liaison, OAAS Liaison, delivery of Quality Assurance Plan, any other costs not included in the above listed deliverables)	# of hours	520		
Year 2 Total				

Deliverables - Year 3	Unit of Measure	*Anticipated Number of Units	Per Unit Rate	Total Cost per Task
Level I PASRR Reviews <ul style="list-style-type: none"> A Level I PASRR review consists of all parts of the process from the receipt of the Level I Screen from the referral source to the determination of outcome, inclusive of notices of incomplete and/or abandoned screens. 	# of Level I Screens	33,014		
Clinical Reviews <ul style="list-style-type: none"> A clinical review consists of all parts of the process for making a determination of the need for a Level II evaluation for all cases where the algorithm was inconclusive. The review is inclusive of requests for additional information from the referral source or other individuals and the number of hours / number of contacts are not separately considered in defining a unit. 	# of Clinical Reviews	2588		

Help Desk/Technical Assistance	# of hours	2080		
Project Management and Requirements (includes services of Project Manager and Manager and OAAS liaison, delivery of Quality Assurance Plan, any other costs other costs not included in the above listed deliverables)	# of hours	520		
Year 3 Total				

Total Cost for all 3 years \$_____

Attachment VI: Trend Data

State FY	Number of Level I Screens	Number Referred to Level II
2018	31,921	2,635
2019	35,264	2,826
2020	31,858	2,304