

LOUISIANA



DEPARTMENT OF HEALTH

GROUP HOME IN REGION 2 FOR ADULT MALES WITH
SEVERE AND PERSISTENT MENTAL ILLNESS

OFFICE OF BEHAVIORAL HEALTH-EASTERN LOUISIANA MENTAL HEALTH SYSTEM

RFP # 3000011153

Proposal Due Date/Time:

October 26, 2018
4:00 pm Central Time (CT)

Release Date:
September 26, 2018

TABLE OF CONTENTS

I.	GENERAL INFORMATION.....	6
A.	Background.....	6
B.	Purpose	6
C.	Goals and Objectives	6
D.	Invitation to Propose.....	7
E.	RFP Addenda.....	7
II.	ADMINISTRATIVE INFORMATION	8
A.	RFP Coordinator	8
B.	Proposer Inquiries.....	8
C.	Blackout Period.....	8
D.	Schedule of Events.....	9
III.	SCOPE OF WORK.....	10
A.	Project Overview	10
B.	Deliverables.....	10
C.	Liquidated Damages.....	19
D.	Fraud and Abuse	20
E.	Technical Requirements.....	20
F.	Subcontracting	21
G.	Compliance With Civil Rights Laws	21
H.	Insurance Requirements.....	22
I.	Resources Available to Contractor	23
J.	Contract Monitor	23
K.	Term of Contract.....	23
L.	Payment Terms	23
IV.	PROPOSALS.....	25
A.	General Information.....	25
B.	Contact After Solicitation Deadline	25
C.	Code of Ethics	25
D.	Rejection and Cancellation.....	25
E.	Contract Award and Execution	26
F.	Assignments	26
G.	Determination of Responsibility.....	26
H.	Proposal and Contract Preparation Costs	27
I.	Errors and Omissions	27
J.	Ownership of Proposal.....	27
K.	Procurement Library/Resources Available To Proposer.....	27
L.	Proposal Submission.....	27

M.	Confidential Information, Trade Secrets, and Proprietary Information	28
N.	Proposal Format.....	28
O.	Requested Proposal Outline:.....	29
P.	Proposal Content.....	29
Q.	Waiver of Administrative Informalities	33
R.	Withdrawal of Proposal.....	33
S.	Prohibition of Discriminatory Boycotts of Israel.....	33
V.	EVALUATION AND SELECTION.....	34
A.	Evaluation Criteria.....	34
B.	On Site Presentation/Demonstration.....	35
C.	Evaluation Team.....	36
D.	Clarification of Proposals.....	36
E.	Announcement of Award	36
F.	Best and Final Offers (BAFO).....	36
VI.	SUCCESSFUL CONTRACTOR REQUIREMENTS.....	37
A.	Confidentiality of Data.....	37
B.	Taxes	37
C.	Fund Use	37
VII.	CONTRACTUAL INFORMATION	39
A.	Contract.....	39
B.	Mutual Obligations and Responsibilities	40
C.	Retainage.....	41
D.	Indemnification and Limitation of Liability.....	41
E.	Termination.....	42
F.	Independent Assurances.....	43
	Attachment I: Veteran and Hudson Initiatives	44
	Attachment II: Certification Statement.....	46
	Attachment III: LDH Standard Contract Form (CF-1)	48
	Attachment IV: HIPAA BAA	53
	Attachment V: Cost Template.....	55
	Attachment VI: Regional Map	58

Glossary

Contractor: The successful proposer who is awarded a contract.

Department or LDH: Louisiana Department of Health.

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.

Must: Denotes a mandatory requirement.

Original: Denotes must be signed in ink.

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

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

Shall: Denotes a mandatory requirement

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

State: The State of Louisiana.

Will: Denotes a mandatory requirement.

Acronyms

ACT/FACT: Assertive Community Treatment/Forensic Assertive Community Treatment

CNA: Certified Nursing Assistant

DSW: Doctor of Social Work

ELMHS: Eastern Louisiana Mental Health System

e-PHI: Electronic Protected Health Information

HIPAA: Health Insurance Portability and Accountability Act

JLCB: Joint Legislative Committee of the Budget

LDH: Louisiana Department of Health

LMHP: Licensed Mental Health Professional

OBH: Office of Behavioral Health

OSP: Office of State Procurement

PSH: Permanent Supportive Housing

RFP: Request for Proposals

RN: Registered Nurse

S/PMI: Severely/Persistently Mentally Ill

SSI: Social Security Income

I. GENERAL INFORMATION

A. Background

1. The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Louisiana Department of Health is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. LDH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.
3. LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The Eastern Louisiana Mental Health System (ELMHS) is a twenty-four (24) hour health care facility with multi-treatment and administrative areas, over six hundred (600) licensed beds, and located on two (2) campuses in addition to several outreach programs located throughout the State of Louisiana. ELMHS is under the LDH/OBH umbrella and shares a common mission: "The Office of Behavioral Health (OBH) ensures care and support to improve quality of life for people with mental illness and addictive disorders." LDH/ OBH/ ELMHS treats those persons with severe and persistent mental illness who require more supervision than community services can provide, and/or are forensically involved, until they can be served in the least restrictive setting within the community.

B. Purpose

1. The purpose of this RFP is to solicit proposals from qualified proposers that can provide a Licensed, Shelter Care Group Home located in LDH Region 2 for the Severely/Persistently Mentally Ill (S/PMI) adult male population with an array of services to clients discharged from ELMHS.
2. Services shall include: twenty-four (24) hour supervision with a 1:10 ratio: one (1) staff to ten (10) clients, from 8:00 am - 5:00 pm and a 1:20 ratio, one (1) staff to twenty (20) clients, from 5:00 pm – 8:00 am. Other services include community groups, independent living skills (meal preparation, shopping, and household chores), crisis services, medication monitoring, and transportation to appointments, recreational outings and other social activities for adult males with severe and persistent mental illness.

C. Goals and Objectives

A contract is necessary to provide services for a less restrictive housing option for the patients of Eastern Louisiana Mental Health System with severe and persistent mental illness who are ready for discharge and will require more supervision than regular housing or Permanent Supportive Housing (PSH). The primary objectives for the group home are to provide safe housing with supervision, to promote the development of skills necessary to live, socialize, be productive in the

community, and ultimately to transition the person to more independent housing when appropriate.

D. Invitation to Propose

LDH/OBH/ELMHS is inviting qualified proposers to submit proposals for services to provide a Group Home in Region 2, for adult males with severe and persistent mental illness with an array of services in accordance with the specifications set forth herein. Region 2 consists of the following parishes: East and West Feliciana, East and West Baton Rouge, Iberville, Pointe Coupee and Ascension.

E. RFP Addenda

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

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

May also be posted at:

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

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

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

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

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

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

B. Proposer Inquiries

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

C. Blackout Period

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

communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

2. 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.
3. 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.
4. Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.
5. Notwithstanding the foregoing, the blackout period shall not apply to:
 - a. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
 - b. Duly noticed site visits and/or conferences for bidders or Proposers;
 - c. Oral presentations during the evaluation process; or
 - d. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

D. Schedule of Events

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

Schedule of Events	
Public Notice of RFP	September 26, 2018
Deadline for Receipt of Written Questions	4:00 pm Central Time (CT) October 5, 2018
Response to Written Questions	October 12, 2018, 2018
Deadline for Receipt of Written Proposals	4:00 pm Central Time (CT) October 26, 2018
Contract Award Announced and 14 day protest period begins, on or about	November 19, 2018
Contract Begins, on or about	January 1, 2019

III. SCOPE OF WORK

A. Project Overview

Adult males with severe and persistent mental illness, who are undergoing treatment at ELMHS, may stay at ELMHS for a protracted length of time due in part to a lack of suitable housing options. Most of these clients will become disabled if they do not continue treatment after discharge. Many have a history of violence or unpredictable behavior and/or a forensic involvement which will require more supervision than a Permanent Supportive Housing (PSH) option with wrap-around (Assertive Community Treatment/Forensic Assertive Community Treatment (ACT/FACT)) services can provide. Having a continuum of housing services, including group home services, increases discharge options and allows patients to transition into the community with a gradual step down approach in structure for persons requiring twenty-four (24) hour supervision upon discharge from the hospital setting. For these reasons, supervised, stable, safe housing provided in a group home setting is a priority for some clients who are going to live outside of a restrictive hospital setting. Although many of these clients will never live independently, they can function in communities with appropriate supervision, support and a housing option fit for their needs until they are ready for a PSH option.

The contractor shall provide appropriate housing options with twenty-four (24) hour supervision for eligible adult male clients of ELMHS with severe and persistent mental illness who have been deemed by ELMHS to be ready for discharge but who will need more structure than a PSH or ACT/FACT can provide. The primary objectives are that the housing be safe and supervised. The clients, most of whom are unable to care for themselves independently, will need an entire spectrum of services to include mental health treatment and related services, medication administration, basic food and clothing provision, structure in their daily routine, advocacy so they receive entitled benefits, transportation, and crisis support to prevent re-hospitalization.

Planning must be designed to tolerate the episodic nature of mental illness with its uncertainties, capacity for growth, and its propensity for setbacks, false starts, disagreements, and periods of rapid or minimal change which are significant stressors for the affected individual.

B. Deliverables

1. General Requirements

- a. The Contractor shall provide a group home in Region 2 with up to twenty (20) beds and an array of services to the Severely/Persistently Mentally Ill (S/PMI) adult male population. The Contractor must ensure appropriate fiscal accountability.

2. Programmatic Requirements

- a. The primary objective of this RFP is to provide up to twenty (20) adequate, safe, stable, supervised group home beds for adult male patients of ELMHS with severe and persistent mental illness ready for discharge from the hospital and group home placement. The physical plant of the building must be located in Region 2 and provide privacy for up to twenty (20) adult male clients and meet licensure requirements for a shelter care home, as located under the LDH Health Standards Section at <http://ldh.la.gov/index.cfm/directory/detail/702>. In order to be eligible for services, a person must be a client of ELMHS and an adult male who is severely and persistently mentally ill who meets the following criteria:
 - i. Age: 18 years or older: **AND**

- ii. **DIAGNOSIS:** Mental illnesses including, but not limited to, schizophrenia, schizoaffective disorders, mood disorders, and severe personality disorders that substantially interfere with a person's ability to carry out such primary aspects of daily living as self-care, household management, interpersonal relationships and work or school; **AND**
 - iii. **DISABILITY:** Impaired role functioning, caused by mental illness, as indicated by at least **two (2)** of the following functional areas:
 - 1. Unemployed or has markedly limited skills and a poor work history, or if retired is unable to engage in normal activities to manage income; **OR**
 - 2. Employed in a sheltered setting; **OR**
 - 3. Requires public financial assistance for out-of-hospital maintenance (e.g., SSI) and/or is unable to procure such without help (does not apply to regular retirement benefits); **OR**
 - 4. Severely lacks social support systems in the natural environment (e.g., no close friends or group affiliations, lives alone, or is highly transient); **OR**
 - 5. Requires assistance in basic life skills (e.g., must be reminded to take medicine, and/or engage in activities of daily living, must have transportation arranged for them, needs assistance or structural support with household management tasks); **OR**
 - 6. Exhibits social behavior which results in demand for intervention by the mental and/or judicial or legal system; **AND**
 - iv. **DURATION:** Must meet at least **one (1)** of the following indicators of duration:
 - 1. Psychiatric hospitalizations of at least six (6) months in the last five (5) years (cumulative total); **OR**
 - 2. Two (2) or more hospitalizations for mental disorders in the last twelve (12) month period; **OR**
 - 3. A single episode of continuous structural supportive residential care other than hospitalization for a duration of at least six (6) months; **OR**
 - 4. A previous psychiatric evaluation indicating a history of treatment for severe psychiatric disability of at least six (6) months duration.
- b. All mental health services shall be provided by the Contractor to the client in accordance with an individualized service agreement, based on a comprehensive assessment that addresses all major life areas and focuses on the strengths and needs of the client with primary direction from the client in shaping the planning process.
- c. The Contractor shall:
- i. Develop and maintain on an annual basis, specific, measurable, and time-limited programmatic goals/outcomes with planned action steps toward their completion.
 - ii. Involve a collaborative process utilizing the team approach including program manager, mental health specialist, dual diagnosis treatment program manager, psychosocial rehabilitation program manager, mental health staff as appropriate, and, most importantly, the client and his family.
 - iii. Ensure services reflect an appropriate mix of professional services (e.g., clinical management, medication management, supportive counseling, parent/family intervention, group counseling, behavior intervention development) and paraprofessional services (e.g., individual group psychosocial skills development,

- service integration, clinical management team, clinical management coordination).
- iv. Design mental health services to bridge the gap between already existing services and those necessary to provide for the needs of the client while assisting in the client's progress towards becoming a productive and contributing individual. The focus is on helping clients identify, access, and utilize those resources needed while receiving the support and training needed to assist in their recovery.
 - v. Develop program evaluation methods which will incorporate objectives and reflect programmatic growth, achievement of outcomes, or an explanation for failure to progress.
 - vi. Provide ongoing clinical direction, oversight, and coordination of services for all clients including assurance of the clients' active involvement, coordination and management of services and access and coordination of all services not provided by the contractor including clinic based mental health services.
 - vii. Complete a comprehensive evaluation and identification of client's strengths and deficits in relation to the skill demands and supports required in the particular environment in which the client wants or needs to function.
 - viii. Provide or assure the provision of support services necessary to enable the client to maintain and succeed in community living, including but not limited to:
 1. Supportive counseling and companionship;
 2. Transportation to community services;
 3. Learning and performing basic daily living skills;
 4. Building a personal social network;
 5. Support services needed for the client to attain vocational goals;
 6. Assistance to the client in obtaining benefits for which he may be eligible;
 7. Linkage with other community services;
 8. Prevocational training and accompanying vocational assessments;
 9. Parenting skills, collaboration with families, communities, and inpatient facilities;
 10. Social, leisure time access to parks, movies, restaurants, etc.;
 11. Utilizing/developing a social support system; and
 12. Assistance to the client in the integration of therapeutic principles and psychosocial skills into his natural environment and daily routine.
- d. Crisis services are necessary to assist clients in controlling and resolving critical or dangerous problems that threaten personal safety or well-being. The focus of crisis intervention is on problems or barriers to recovery that threaten the person's life or functioning. The Contractor shall:
- i. Provide crisis intervention and support services twenty-four (24) hours per day, seven (7) days per week.
 - ii. Develop and submit for approval, upon award of the contract, a crisis assistance plan describing twenty-four (24) hour accessibility of staff and individualized crisis contingency plans for each client that focuses on natural supports to provide assistance and stabilization. The approved plan shall be ready at contract implementation.
- e. Social rehabilitation is directed at helping individuals gain or regain the practical skills needed to live and socialize in the community. The Contractor shall:

- i. Provide social rehabilitation services that are available in the community and will be offered to clients based on their assessment needs.
 - ii. Include activities that teach daily and community living skills and address diet, personal hygiene, cooking, shopping, budgeting, housekeeping, use of transportation, and use of other community resources in the natural settings where clients live, learn, and socialize.
 - 1. Provide educational approaches to teach clients how to cope with and compensate for their disabilities, how to manage medications, recognize danger signs, and utilize professional resources when necessary.
 - 2. Assist in developing interpersonal skills and leisure time activities and interests, which provide a sense of participation and personal satisfaction.
 - 3. Provide opportunities for age-appropriate, culturally sensitive and appropriate daytime and evening activities, which offer the chance for companionship, socialization, and enjoyment. One of the pervasive problems that persons with severe and persistent mental illness face is that of isolation. The use of social and recreational opportunities available in the community should be maximized.
 - 4. Assist clients in and educate them towards the goal of preparing their own meals, cleaning, and caring for their own clothes, managing their own medications, and other activities of daily living moving them toward a goal of independence.
- f. All services provided must be individualized, appropriate, and aimed at improving the functioning of the client. The following outcome measures will be employed to determine the efficacy of programs and their success in achieving established goals:
 - i. Fifty percent (50%) decrease in hospital recidivism within the first year for persons placed in the group home;
 - ii. Evidence of compliance with requirements of the program;
 - iii. Results indicating a more socialized, integrated person (social relations):
 - 1. Increase of natural supports and social integration and activities with family, friends, co-workers and neighbors;
 - 2. Increased sense of individualism and increased sense of self-respect/dignity, as indicated by a client satisfaction report;
 - 3. Increased capacity for independent functioning; a greater capacity for independent community living;
 - 4. Increased movement toward financial stability; and
 - 5. Decrease in legal problems that may threaten or jeopardize the recovery process.
 - iv. The services should provide for greater participation in self-help activities, minimize recurrence of problems, bring noted improvement in client's quality of life, and gain client satisfaction. Other unscheduled visits by the Contract Monitor to evaluate and oversee the contract may occur.
 - v. In addition to the measures outlined above, a client satisfaction survey may be utilized to determine the satisfaction with services provided.
- g. The contract awarded from this RFP will be for up to twenty (20) residential beds. Due to Eastern Louisiana Mental Health System's expectation that the Contractor will make every effort to appropriately place clients in the community within a twelve (12) month period, only with written approval from the ELMHS CEO may per diem rate payments be

extended beyond twelve (12) months for a client, but shall never exceed a total of eighteen (18) months from initial admission by a client.

- h. The quarterly report submitted by the Contractor will be reviewed for detailed discharge efforts made per client by contract staff to ensure timely placements.
- i. The Contractor shall identify barriers and disadvantages that threaten the exercise of equal rights and equal opportunities of persons with severe and persistent mental illness in the areas of housing, education and employment and shall identify and when possible implement the means of eliminating those barriers for the clients served through this contract. The Contractor shall use a systematic approach to ensure the protection of rights, and equal opportunity of this population. Contractor shall provide education in personal advocacy to clients served through the contract and their families to aid them in understanding their rights, and make them aware of the availability of external resources to assist in upholding these rights.
- j. The Contractor shall assist clients in efforts to ensure that clients receive appropriate housing, educational services and employment consideration, supporting the goal of the Americans with Disabilities Act of 1990 as well as the 1973 Vocational Rehabilitation Act and subsequent amendments. The Contractor shall assist clients to eliminate unfair treatment and discrimination against qualified workers with disabilities, to improve access to mainstream resources and to obtain consideration of disabled applicants' qualifications taking into account reasonable accommodations and support services.
- k. Under no circumstances shall the Contractor provide legal counsel or representation to clients through this contract.

3. Operations Requirements

- a. The Contractor shall be a Mental Health Rehabilitation services provider that meets all applicable licensing requirements during the entire term of the contract, as outlined at <http://ldh.la.gov/index.cfm/directory/detail/702>.
- b. The Contractor shall implement a twenty-four (24) hour crisis service.
- c. The Contractor shall have cooperative agreements with medical and mental health facilities to provide for emergency and ongoing medical/mental health services.
- d. The Contractor shall negotiate linkages with community resources for needed services and evaluations, and as required, develop formal affiliation agreements with other community agencies to provide essential services.
- e. The Contractor shall submit a Transition Plan that describes how clients already receiving Mental Health Services will be smoothly transitioned into new programs with minimal disruption.
- f. The Contractor shall meet on a quarterly basis with ELMHS clinical staff to provide information regarding clients served. At these meetings, review of services provided will help evaluate the progress of services and lead to the modification of service plans as needed.
- g. The Contractor shall submit a quarterly report to the ELMHS Contract Monitor detailing the discharge efforts made per client by contract staff. Specifically the report will contain each client's diagnosis, treatment plan goals, community resources contacted regarding discharge efforts, and successful placements or reasons for failure to place clients.

- h. The Administrative/Management Office of the Contractor should be located within Region 2.
- i. The Contractor shall coordinate all efforts closely with all ELMHS Mental Health programs.
- j. The Contractor shall ensure that programs meet all applicable licensing and certification requirements of the State of Louisiana.

4. Staffing Requirements/Qualifications

- a. The Contractor shall provide the following:
 - i. On-site trained staff with a ratio of 1:10, one (1) staff to ten (10) clients, from 8:00 am - 5:00 pm and a ratio of 1:20, one (1) staff to twenty (20) clients, from 5:00 pm – 8:00 am, seven (7) days a week, to provide a range of services, including full time round the clock supervision and crisis line.
 - ii. A criminal background check will be conducted upon hire and every two (2) years subsequent to hire. The following agencies will be utilized for this purpose:
 - 1. Louisiana State Police, Bureau of Criminal Identification and Information (can include DOJ Sex Offender Check):
 - a. Results contain the agency name, agency email address, applicant name, applicant social security number, and the results whether no disqualifying information was found or whether more information is needed including fingerprint cards.
 - b. Facilities should maintain the results page for proof of checks performed in their records.
 - c. Checks should be performed initially at hire for all employees and every two (2) years thereafter for staff who have the responsibility for the care, control, supervision, and/or discipline over children up to age 18 and whose duties require access to Medicaid recipients' and applicants' Electronic Protected Health Information (e-PHI).
 - 2. In addition to Criminal Background Checks (above), LDH also requires exclusionary databases to be checked as follows:
 - a. Exclusionary Databases:
 - i. Office of Inspector General List of Excluded individuals and Entities (LEIE) (<http://exclusions.oig.hhs.gov/>):
 - Contains the following information: (1) the name of the excluded person at the time of the exclusion, (2) the person's provider type, (3) the authority under which the person was excluded, (4) the State where the excluded individual resided at the time of exclusion or the State where the entity was doing business, and (5) a mechanism to verify search results via Social Security Number (SSN) or Employer Identification Number (EIN).
 - When checking the LEIE, providers should maintain documentation of the initial name search performed (such as a printed screen-shot showing the results of the name search) and any additional searched conducted, in order to verify results of potential name matches.

- Facilities should maintain proof of checks performed in their records for employees by printing the search results.
 - Checks should be performed initially at hire and monthly thereafter to determine the exclusion status of current employees.
- ii. Louisiana Department of Health (LDH) Program Integrity (PI) Adverse Actions (<https://adverseactions.dhh.la.gov/>):
- Results contain basic information about the excluded party, reason for exclusion, type of exclusion, effective date of exclusion and reinstatement date if any.
 - Facilities are required to maintain proof of checks performed in their records for employees by printing the search results.
 - Checks should be performed initially at hire for CNA/DSW employees or any employee whose compensation is funded with Medicaid dollars and every month thereafter.
- iii. CNA/DSW Registry (<https://tlc.dhh.la.gov/>):
- Results contain the employee certification number, the date of original certification and certified from/to date, and status.
 - Facilities are required to maintain proof of checks performed in their records for employees by printing the search results.
 - Checks should be performed initially at hire for CNA/DSW employees or any employee whose compensation is funded with Medicaid dollars and every six (6) months thereafter.
- iv. Other States
- When a person's application shows residency or employment in one (1) of the states listed, it is required that the state's excluded databases are checked.
 - There are a number of states that have databases. They are Alabama, Arizona, Arkansas, California, Connecticut, Florida, Hawaii, Idaho, Illinois, Kentucky, Maine, Maryland, Michigan, Mississippi, Nebraska, Nevada, New Jersey, New York, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Washington, Washington D.C., West Virginia, Wyoming. Go to (<https://exclusions.oig.hhs.gov/>) OIG Exclusion List | Exclusion Screening of All Databases - Streamline Verify and scroll down to find the most current states and their database links.

- Facilities are required to maintain proof of checks performed in their records for employees by printing the search results.
 - Checks should be performed initially at hire.
- iii. Recruit and hire qualified staff, resulting in efficient and effective delivery of service.
 - iv. Maintain job descriptions for each job position, containing minimal criteria for the position, as well as specific job functions and responsibilities.
 - v. Support staff, including clerks and secretarial personnel, shall have work experience and be sufficiently trained in data processing.
 - vi. Each job position shall have a defined pay range.
 - vii. Documentation of orientation and training received shall be contained in each staff member's personnel file and is subject to review by ELMHS.
 - viii. The Contractor shall implement and maintain, on an on-going basis, an in-service training program for the staff, with training sessions in keeping with LDH Health Standards licensing requirements.
 - ix. The Contractor shall provide for intensive initial training of staff relevant to their program component.
 - x. At a minimum, training must include proper fire and emergency safety procedures such as: CPR, Heimlich maneuver, First Aid, and Crisis Management.
 - xi. Additionally, staff shall be required to participate in all training and intervention programs as deemed appropriate by ELMHS.
 - xii. Written job evaluations shall be completed annually on each staff member.
 - xiii. The Contractor shall identify, hire and train at a minimum, the following staff:
 1. Program Director (1): Minimum Qualifications: Licensed Mental Health Professional (LMHP) or six (6) years' experience working with mentally ill adults along with supervisory/administrative experience.
 2. Program Manager (1): Minimum Qualifications: A Board certified or Board eligible psychiatrist, a psychologist who is licensed as a practicing psychologist under the provisions of Louisiana R.S. 37:2351 et seq., a Board Certified Social Worker, a Licensed Professional Counselor, or a Registered Nurse who meets the qualifications for a Licensed Mental Health Professional (LMHP).
 3. Psychosocial Rehabilitation Program Manager (1): Minimum Qualifications: Paraprofessional under the supervision of an LMHP and has a Bachelor of Arts degree in a mental health related field or has a Bachelor of Science degree in a mental health related field, has a bachelor's degree in a mental health related field and has four years' experience providing direct services in a mental health/physical health/social service educational/correctional setting, or has two years' experience as a Mental Health Assistant in a mental health rehabilitation setting.
 4. Psychosocial Rehabilitation Mental Health Specialist (1): Minimum Qualifications: An individual who is supervised by an LMHP **and** meets all of the following three criteria:
 - a. Has a high school diploma or General Equivalency Diploma (GED);
 - b. Has two years' experience working with Adult, Severely and Persistently Mentally Ill; **and**
 - c. Has completed Certified Medication Administration Training.

5. Record keeping requirements

a. Programmatic record keeping:

- i. Each client will have a case record which includes, at a minimum, the following information:
 1. Identifying information - Sex/race/address of the client; birth date and birthplace of the client; name and address of the client's current place of employment or school; court and/or legal status and name of person authorized to give consent, if applicable; the names, addresses and phone numbers of other persons or providers involved with the client case/plan; the client's physician's address and phone number.
 2. Health record - Must include any serious or life-threatening medical condition of the client, including a description of any current treatment or medication necessary for the treatment of serious or life-threatening condition(s) and/or any known allergies.
 3. Complete history of the client including, where applicable: Family data; employment record; prior medical history; medications; known allergies; as well as any other such pertinent information.
 4. The client assessments, evaluation and individualized plan(s).
 5. Copy of client's activity, behavior, and medication log.
 6. Copy of client's progress notes of group, educational and vocational participation.
 7. Copy of all client financial records, including bank accounts.
 8. Any incident reports involving the client.
 9. Any other record keeping requested or mandated by State Licensing or ELMHS.
 - a. Client records shall be stored (secured) in such a manner as to be accessible to all staff involved with the client and in accordance with Health Insurance Portability and Accountability Act HIPAA compliance. Closed client records will be retained for the period prescribed by law.
 - b. Written comprehensive evaluations, service agreements, and quarterly summaries shall be maintained on each client. New service agreements shall be accomplished every six (6) months reflecting changes/updates as outcomes are achieved. Quarterly summaries shall provide documentation of services provided, including outcomes achieved and/or barriers with plans to address them. Copies of quarterly summaries shall be provided to referring ELMHS clinician and contract monitor.

b. Required documentation:

- i. The Contractor will employ record-keeping procedures which will provide an audit trail for expenditures and income received. Appropriate financial documentation for reimbursement must be submitted by the fifteenth (15th) day of the month to ELMHS. Failure to establish and retain adequate documentation of all expenditures shall represent a contractual breach and will result in disallowance of such expenditures, as defined in the Liquidated Damages Section.
- ii. The Contractor shall respond in writing, within fifteen (15) calendar days of receipt, to issues of concern raised by ELMHS clinicians and/or ELMHS Contract Monitor from their program reviews and/or site visits.

- iii. Documented results of program evaluations will be made available for annual evaluation by State Office of Behavioral Health staff as well as ongoing evaluations by ELMHS.
- c. Admission and discharges:
 - i. All referrals for admission will come from ELMHS. A Referral Packet on a client referred for discharge by the ELMHS Treatment Team will be sent for Contractor's review to determine eligibility. All appropriate clients shall be accepted, or discussion of denial shall be held, with the ELMHS Clinical Director.
 - ii. Discharge Planning is a dynamic process which shall be developed with the active participation of the client and is initiated when discharge criteria (i.e., the conditions under which services are considered no longer medically necessary) is identified during the development of the Service Agreement. Discharge Plans shall include a written summary of the client's program, progress, date and reason for discharge, and recommendations and referrals for further treatment and services. Discharge Plans must be completed within thirty (30) calendar days prior to discharge, be signed by the Clinical Manager and client, and a copy forwarded to the referring ELMHS clinician.
 - iii. PLANNED - The client shall be discharged from the program according to time frames established in the service agreement with consensus of the client, Contractor and treatment personnel.
 - iv. UNPLANNED – If a client elopes or voluntarily leaves, Contractor must make every effort to find the client and assist in finding appropriate alternative housing if recommended. Efforts could include (but are not limited to) contacting law enforcement and family.
 - v. EMERGENCY – The Contractor shall have an emergency management plan in place which covers events to include: elopement, criminal behavior, medical and psychiatric emergencies, and natural and manmade disasters. The plan shall include the mitigation, preparedness, staff orientation of the plan, response and recovery. A client shall be removed from the program by the Contractor when the client's continued presence poses danger to self, other clients, staff or members of the community. Formal notice of the emergency discharge must be provided to treatment personnel and OBH within twenty-four (24) hours after discharge.

6. Reporting Requirements

- a. Contractor will report data as needed for issues such as admissions, discharges incident reports, etc.

C. Liquidated Damages

- 1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may reassert the assessment of liquidated damages, even following contract termination.

- a. Late submission of any required report - \$50 per working day, per report. Failure to fill vacant contractually required key staff positions (Program Director, Program Manager, Psychosocial Rehabilitation Program Manager and/or Psychosocial Rehabilitation Mental Health Specialist) within ninety (90) days - \$500 per working day from the ninety-first (91st) day of vacancy until filled with an employee approved by the Department.
 - b. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
 - c. Late submission of invoices beginning ten (10) business days after the stated due date - \$50 per working day per invoice.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
- a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

- 1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
- 2. Such policies and procedures must be in accordance with state and federal regulations. The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

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

- 1. The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- 2. The Contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- 3. Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.

4. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
5. Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
6. Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
7. All Contractor utilized computers and devices must:
 - a. Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
 - b. Have installed all security patches which are relevant to the applicable operating system and any other system software.
 - c. Have encryption protection enabled at the Operating System level.

F. Subcontracting

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

G. Compliance With Civil Rights Laws

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

H. Insurance Requirements

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

1. Contractor's Insurance

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

2. Workers' Compensation Insurance

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

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

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

5. Licensed and Non-Licensed Motor Vehicles

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

6. Subcontractor's Insurance

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

I. Resources Available to Contractor

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

J. Contract Monitor

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

Paul Fontenot

Louisiana Department of Health

Office of Behavioral Health

Eastern Louisiana Mental Health system

PO Box 498

Jackson, LA 70748

K. Term of Contract

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

L. Payment Terms

1. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices shall

be subject to approval of ELMHS CEO or designee. Continuation of payment shall be dependent upon available funding.

2. Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within ***thirty (30) calendar days*** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. The Contractor will not be paid more than the maximum amount of the contract.
3. Appropriate financial documentation for reimbursement must be submitted by the fifteenth (15th) day of the month to ELMHS. Failure to establish and retain adequate documentation of all expenditures shall represent a contractual breach and will result in disallowance of such expenditures, as defined in the Liquidated Damages Section.

IV. PROPOSALS

A. General Information

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

B. Contact After Solicitation Deadline

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

C. Code of Ethics

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

D. Rejection and Cancellation

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

1. Reject, in whole or part, all proposals submitted in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.
4. 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 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.

E. Contract Award and Execution

1. The Secretary of LDH reserves the right to:
 - a. Make an award without presentations by proposers or further discussion of proposals received.
 - b. To enter into a contract without further discussion of the proposal submitted based on the initial offers received.
 - c. Contract for all or a partial list of services offered in the proposal.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
4. If the contract negotiation period exceeds 60 days or if the selected Proposer fails to sign the final contract within 45 days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

F. Assignments

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

G. Determination of Responsibility

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

Proposer's financial resources sufficient to conduct the project, as required by Section G.1.a above.

H. Proposal and Contract Preparation Costs

The proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. 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. 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.

I. Errors and Omissions

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

J. Ownership of Proposal

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

K. Procurement Library/Resources Available To Proposer

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

L. Proposal Submission

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

3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

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

If delivered via US Mail:

**Kisha C. Thomas
Louisiana Department of Health
Office of Behavioral Health
PO Box 629
Baton Rouge, LA 70821-0629**

M. Confidential Information, Trade Secrets, and Proprietary Information

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

N. Proposal Format

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

2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of this RFP.

O. Requested Proposal Outline:

1. Introduction/Administrative Data
2. Work Plan/Project Execution
3. Relevant Corporate Experience
4. Personnel Qualifications
5. Additional Information
6. Corporate Financial Condition
7. Cost and Pricing Analysis

P. Proposal Content

1. Cover Letter

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

2. Table of Contents

The contents of the proposal should be organized in the order set forth in Section IV.O above.

3. Quality And Timeliness

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

4. Assume Complete Responsibility

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

5. Approach and Methodology

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

6. Introduction/Administrative Data

- a. This section should contain summary information about the proposer's organization. This section should state Proposer's knowledge and understanding of the needs and objectives of LDH/OBH/ELMHS as related to the scope of this RFP. It should further cite its ability to satisfy the requirements of this RFP.
- b. This section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's

management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the Proposer's overall structure.

c. This section should also include the following information:

- i.** Location of Administrative Office with full time personnel, include all office locations (address) with full time personnel;
- ii.** Name and address of principal officer;
- iii.** Name and address for purpose of issuing checks and/or drafts;
- iv.** For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
- v.** If out-of-state proposer, give name and address of local representative; if none, so state;
- vi.** If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
- vii.** 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;
- viii.** Proposer's state and federal tax identification numbers; and
- ix.** Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explain if not applicable. (See Attachment I).

7. Work Plan/Project Execution

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

- a.** Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b.** Provide a strategic overview including all elements to be provided.
- c.** Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d.** Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e.** Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f.** Describe approach and strategy for project oversight and management.
- g.** Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h.** Demonstrate an understanding of and ability to implement data collection as needed.
- i.** Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.

- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- l. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n. Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- o. Proposer must clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution. The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- p. If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

8. Relevant Corporate Experience

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

9. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of Proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.

- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a subcontractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - i. Experience with proposer,
 - ii. Previous experience in projects of similar scope and size.
 - iii. Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the Proposer should clearly identify these persons, if known, and provide the same information requested for the Proposer's personnel.

10. Transition Plan

- a. The Proposers shall submit, with their response to this RFP, a takeover/ transition plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another Contractor. The takeover/ transition plan must include procedures that shall, at a minimum, comply with the following stipulations:
 - i. Upon completion of the contract or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of the contract shall become the property of LDH.
 - ii. In the event of contract termination, or as requested, the Contractor shall transfer all data and non-proprietary systems to LDH or the new Contractor within the agreed upon time frame;
 - iii. Upon termination of contracted services, all equipment in use at the included facilities at the time the Contract was initiated and all replacement equipment purchased under the contract shall revert to LDH. The Contractor agrees to deliver any such equipment in good working order (or a comparable replacement in good working order) to LDH within the pre-determined time frame.
 - iv. The takeover/transition plans must be adhered to within thirty (30) calendar days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and LDH.

11. Additional Information

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

12. Cost and Pricing Analysis

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

Q. Waiver of Administrative Informalities

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

R. 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.

S. Prohibition of Discriminatory Boycotts of Israel

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

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by an Evaluation Team.
2. Scoring will be based on a possible total of **100** points and the proposal with the highest total score will be recommended for award.
3. **Cost Evaluation:**
 - a. The proposer with the lowest total cost (per diem x 20 clients x 365 days per year) for all three (3) years shall receive twenty-five (25) points. Other proposers shall receive points for cost based upon the following formula:

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

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

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

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

4. Hudson/Veteran Small Entrepreneurship Program

- a. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurs, or who will engage the participation of one or more certified small entrepreneurs as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

b. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
 - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
 - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
 - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.
- c. If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

- d. If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:
- i. Subcontractor's name;
 - ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
 - iii. A detailed description of the work to be performed; and
 - iv. The anticipated dollar value of the subcontract for the three-year contract term.

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

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

5. Evaluation Criteria and Assigned Weights

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

Evaluation Criteria	Assigned Weight
Approach and Methodology	23
Corporate Experience	15
Qualification of Personnel	25
Cost	25
Veteran and Hudson Initiatives <ul style="list-style-type: none"> • Up to 10 points available for Hudson-certified proposers; • Up to 12 points available for Veteran-certified proposers; • If no Veteran-certified proposers, those two points are not awarded. <i>See Section V.A.4 for details</i>	12
Total	100

B. On Site Presentation/Demonstration

Not required for this RFP.

C. Evaluation Team

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

D. Clarification of Proposals

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

E. Announcement of Award

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.
2. The State reserves the right to make multiple awards.
3. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.
4. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq*), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
5. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within ***fourteen (14) calendar days*** after the award has been announced by the agency.
6. The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

F. Best and Final Offers (BAFO)

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

VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

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

B. Taxes

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

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

C. Fund Use

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

information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

VII. CONTRACTUAL INFORMATION

A. Contract

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

1. Personnel Assignments

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

2. Force Majeure

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

3. Order of Precedence

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

4. Entire Agreement

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

5. Board Resolution/Signature Authority

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

6. Warranty to Comply with State and Federal Regulations

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

7. Warranty of Removal of Conflict of Interest

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

8. Corporation Requirements

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

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

9. Contract Controversies

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

10. Right To Audit

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

11. Contract Modification

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

12. Severability

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

13. Applicable Law

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

B. Mutual Obligations and Responsibilities

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

C. Retainage

The Department shall secure a retainage of ten percent (10%) from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the contract, if the Contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the Contractor.

D. Indemnification and Limitation of Liability

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

5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

E. Termination

1. Termination For Cause

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

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

2. Termination For Convenience

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

3. Termination For Non-Appropriation of Funds

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

F. Independent Assurances

NOT APPLICABLE

Attachments:

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

INTENTIONALLY LEFT BLANK

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

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

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

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

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

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

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

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

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

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

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

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

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

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

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

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

CERTIFICATION STATEMENT

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have sixty (60) days from the date of delivery of final contract in which to complete contract negotiations, if any, and forty-five (45) days to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused

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

Signature of Proposer or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

Attachment III: LDH Standard Contract Form (CF-1)
CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV:

LDH:

Agency Name...


Agency #

AND

FOR

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

RFP NUMBER (if applicable):


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

14) Terms of Payment 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

SIGNATURE	DATE
NAME	
TITLE	

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

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

HIPAA Business Associate Addendum

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

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

shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.

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

COST TEMPLATE

Proposers must complete a cost proposal in a comparable 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. Proposers shall provide one flat rate per deliverable for each Year in the table. This rate shall be fully burdened with all costs for the provision of services.

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

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

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

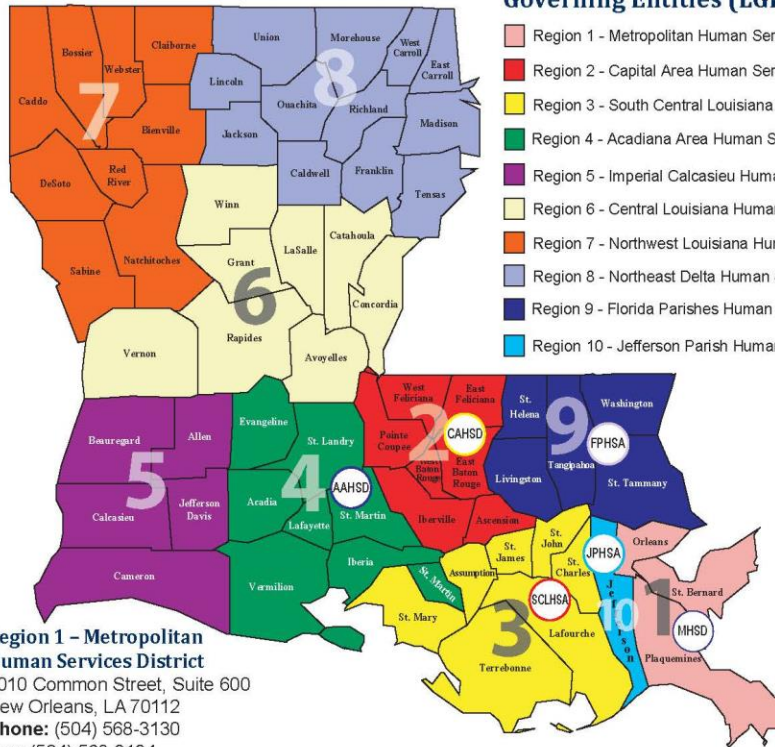
Total for all 3 years \$_____

Regional Map



Office of Behavioral Health Local Governing Entities (LGEs)

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



Region 1 - Metropolitan Human Services District
 1010 Common Street, Suite 600
 New Orleans, LA 70112
Phone: (504) 568-3130
Fax: (504) 568-3134

Region 2 - Capital Area Human Services District
 4615 Government Street
 Building 2
 Baton Rouge, LA 70806
Phone: (225) 922-2700
Fax: (225) 925-1987

Region 3 - South Central Louisiana Human Services Authority
 521 Legion Avenue
 Houma, LA 70364
Phone: (985) 858-2931
Fax: (985) 858-2934

Region 4 - Acadiana Area Human Services District
 302 Dulles Drive, Suite 1
 Lafayette, LA 70506
Phone: (337) 262-4190
Fax: (337) 262-4178

Region 5 - Imperial Calcasieu Human Service Authority
 3505 Fifth Avenue, Suite B
 Lake Charles, LA 70607
Phone: (337) 475-3100
Fax: (337) 475-3105

Region 6 - Central Louisiana Human Services District
 401 Rainbow Drive, #35
 Pineville, LA 71360
Phone: (318) 487-5191
Fax: (318) 487-5184

Region 7 - Northwest Louisiana Human Services District
 1310 North Hearne Avenue
 Shreveport, LA 71107
Phone: (318) 676-5111
Fax: (318) 676-5021

Region 8 - Northeast Delta Human Services Authority
 2513 Ferrand Street
 Monroe, LA 71201
Phone: (318) 362-3270 or 3020
Fax: (318) 362-5051

Region 9 - Florida Parishes Human Services Authority
 835 Pride Drive, Suite B
 Hammond, LA 70401
Phone: (985) 543-4333
Fax: (985) 543-4817

Region 10 - Jefferson Parish Human Services Authority
 3616 South I-10 Service Road, Suite 200
 Metairie, LA 70001
Phone: (504) 838-5215
Fax: (504) 838-5714