

REQUEST FOR PROPOSALS

INDEPENDENT PROFESSIONAL EVALUATOR  
FOR ADMINISTRATION OF  
THE CONSUMER EXPERIENCE SURVEY TO  
HOME AND COMMUNITY BASED SERVICE PARTICIPANTS

RESEARCH AND MANAGEMENT DIVISION  
OFFICE OF AGING AND ADULT SERVICES  
DEPARTMENT OF HEALTH AND HOSPITALS

**RFP # 305PUR-DHHRFP-EVALCES-OAAS**  
**Proposal Due Date/Time: April 4, 2011 / 4 pm CDT**

Release Date: March 3, 2011

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## Glossary

**Adult Day Health Care Waiver (ADHC):** The Home and Community Based Services waiver program for Adult Day Health Care is available to Medicaid eligible clients aged 65 years or older, or clients aged 22 years old or older who are disabled according to Social Security Administration disability standards. These clients must meet nursing facility level of care. Services available under the ADHC program are: support coordination (case management), adult day health care services, transition services (for persons transitioning from nursing facilities to the community), and transition intensive support coordination. Waiver support coordinators perform in-home assessments and develop comprehensive plans of care for program clients. Clients are given choices of service providers.

**Adult Residential Care Service (ARC):** A facility or residence which provides adult residential care for compensation to two or more adults who are unrelated to the licensee or operator. Adult residential care includes but is not limited to the following services: lodging, meals, medication administration, intermittent nursing services, assistance with personal hygiene, assistance with transfers and ambulation, assistance with dressing, housekeeping, and laundry. Implementation of the ARC is expected to begin in Regions 6 and 8 in the fall of 2010.

**Centers for Medicare and Medicaid Services (CMS):** A federal agency which administers the Medicare program and works in partnership with state governments to administer Medicaid and other initiatives.

**Community Choices Waiver:** A new HCBS waiver submitted for approval in early 2010. Pending CMS approval, this new HCBS waiver will replace the EDA Waiver and offer a wider range of services than the current EDA waiver. Clients will be transitioned into the new waiver at the time of their reassessments. Once this waiver is approved, new requestors will no longer be placed on the EDA Waiver registry. Services available under the HCBS-EDA program are: support coordination (case management), environmental accessibility adaptation (home modifications), personal emergency response system, Personal Assistant Services, skilled maintenance therapy services (Physical Therapy, Occupational Therapy, Respiratory Therapy and Speech and Language Therapy), transition services (for persons transitioning from nursing facilities to the community), and transition intensive support coordination. Assistive Devices and medical supplies specified in the plan of care that enable individuals to increase or maintain their abilities to perform activities of daily living will also be included. Waiver support coordinators perform in-home assessments and develop comprehensive plans of care for program clients. Clients are given choices of service providers.

**DHH:** Department of Health and Hospitals

**Elderly and Disabled Adults Waiver (EDA):** The current Home and Community Based Services waiver program for Elderly and Disabled Adults is available to Medicaid eligible clients aged 65 years or older, or clients aged 21 to 64 who are disabled

according to Social Security Administration disability standards. These clients must meet nursing facility level of care and priority is given to clients who meet initial targeting criteria. Clients are screened for level of care by the Long Term Care Access Services contractor and placed on a waiting list called the Request for Services Registry (RFSR). When new funding or a slot becomes available, clients are contacted by the registry contractor and offered the choice of Home and Community Based Services. This EDA Waiver service will be phased out with the implementation of the Community Choices Waiver service, to be implemented upon approval by CMS. Once the Community Health Insurance Portability and Accounting Act of 1996 (HIPAA): Provides that every health care provider who electronically transmits health information in connection with certain transactions, is a covered entity and must adhere to the requirements of HIPAA and establishes civil and criminal penalties for violation of or failure to comply with HIPAA regulations. HIPAA is designed to protect all individually identifiable health information.

**Home and Community Based Services (HCBS):** The HCBS referred to in this RFP are administered by OAAS which provide care in the community rather than in nursing facilities. These HCBS services include waiver and State Plan programs approved by CMS.

**Long Term – Personal Care Services (LT-PCS):** LT-PCS is available to all Medicaid clients age 65 or older, or age 21 or older with a disability that meets the Social Security Administration disability criteria. In addition, the client must meet the LT-PCS eligibility criteria and initial targeting criteria. The client must be able to participate in his/her care and direct the services provided by the worker independently or through a responsible representative. Clients must require at least limited assistance with at least one Activity of Daily Living. Services to be provided in LT-PCS are assistance with activities of daily living and instrumental activities of daily living (ADL/IADL). These include assistance with: toileting and grooming, bladder and/or bowel requirements or problems, eating and food preparation, performance of incidental household chores (only for the client), accompanying client to medical appointments, and grocery shopping.

**Louisiana Personal Options Services Delivery Option (La POP):** Allows recipients who receive long term personal care services (LT-PCS) to have the option of utilizing an alternative method to receive and manage their services. Recipients may direct and manage their own services by electing to participate in La POP, rather than accessing their services through a traditional personal care agency. The Louisiana Personal Options Program requires greater individual responsibility, but offers the participant greater control, flexibility and choice over the services they receive. La POP participants use a monthly budget allowance to manage their own personal care services. Some of the monthly allowance may be used to purchase items that increase a participant's independence or substitute for his/her dependence on human assistance. Participants are required to use counseling and financial management services in order to assume responsibility for directing their services and managing their budget. A financial management agency is utilized to provide financial management and payroll services to La POP participants. With the assistance of a services consultant, participants develop

a personal support plan (PSP) based on their approved plan of care and chose the individuals they wish to hire to provide the services.

**Must:** Denotes a mandatory requirement

**Nursing Facility service:** Nursing facilities provide 24 hour care for rehabilitative, restorative and/or ongoing skilled nursing care to patients or residents in need of assistance with activities of daily living such as bathing, dressing, transferring, toileting and eating. Clients can qualify for Medicaid nursing facility services if they meet the nursing facility level of care, have an order from a licensed physician, and are screened prior to admission for a history or active treatment of mental illness and/or mental retardation/developmental disabilities according to federal regulations.

**Participant Experience Survey (PES):** developed by The MEDSTAT Group, Inc for Centers for Medicare and Medicaid Services (CMS). In August 2003 CMS released the PES as a way to solicit feedback from HCBS waiver participants about the services that they receive. The PES allows results to be compared between other services in Louisiana and with results from other states.

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

**Request for Services Registry (RFSR):** The registry of requestors for waiver services offered by OAAS. The contractor which currently manages the Request for Services Registry is Statistical Resources, Inc (SRI).

**Shall:** Denotes a mandatory requirement

**Should, May, Can:** Denote a preference, but not a mandatory requirement

**Will:** Denotes a mandatory requirement

## **I. GENERAL INFORMATION**

### **A. Background**

1. The mission of the Department of Health and Hospitals (DHH) 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 Department of Health and Hospitals 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. DHH 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 DHH.
3. DHH, 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 Office of Aging and Adult Services (OAAS) was formed within the Department of Health and Hospitals as a health care reform initiative in 2006. The Office of Aging and Adult Services brings together all of the long-term care programs that serve aging adults and people with adult-onset disabilities. These programs currently include but are not limited to Medicaid home and community-based long-term care programs and upon implementation, the Adult Residential Care Waiver, the Community Choices Waiver, and the Louisiana Personal Options Services Delivery Option.

OAAS currently operates the following HCBS programs for the elderly and/or people with disabilities:

- Elderly and Disabled Adult (EDA) Waiver
- Adult Day Health Care (ADHC) Waiver
- Long-Term Personal Care Services (LT-PCS)
- Program for All Inclusive Care for the Elderly (PACE)

Not limited to these, OAAS will also operate the following programs upon implementation:

- Adult Residential Care Waiver
- Community Choices Waiver
- Louisiana Personal Options Services Delivery Option

## **B. Purpose of RFP**

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide the administration of an in-person, face-to-face Participant Experience Survey (PES) to Home and Community Based waiver or State Plan service participants throughout the State of Louisiana. The independent professional evaluator will measure the participant's experience and satisfaction with the quality of services provided. The survey includes questions across multiple Dimensions of Quality including: access to services, service planning and delivery, health and safety, community and social connections, work and employment, housing, and rights, responsibilities and risks.
2. A contract is necessary to provide OAAS with important information for improving services. OAAS will use this Consumer Experience Survey to measure the information about program participants' experiences with services and supports they receive under the 1915(c) Medicaid Home and Community Based Services waivers and the State Plan personal care service. The RFP will assist in gathering information through the survey process in order to identify whether participants' needs are met for personal assistance and adaptive equipment; case manager access is met; program participants have an input into the types of services they receive and who provides them; program participants are treated with respect by providers; and participants participate in activities and events outside the home when they want to. The information gathered will directly influence policy for service plan development; and will provide aggregate comparative data on case management agency and direct service provider performance. The survey instrument will be used to gain information useful for continuous quality improvement projects.

## **C. Invitation to Propose**

DHH Office of Aging and Adult Services is inviting qualified proposers to submit proposals for services to administer the Consumer Experience Survey for Office of Aging and Adult Services waiver and State Plan participants in accordance with the specifications and conditions set forth herein.

## **D. RFP Coordinator**

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

Karen Whitworth  
Program Monitor  
Office of Aging and Adult Services  
Department of Health and Hospitals  
628 North 4<sup>th</sup> Street, Baton Rouge, LA 70821  
Telephone Number: (225) 342-2016  
Facsimile Number: (225) 219-0202

Email: Karen.Whitworth@LA.GOV

2. This RFP is available in pdf at the following weblinks:
3. <http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and <http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
4. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

#### **E. Proposer Inquiries**

1. The Department 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 the above fax number or 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 both of the following web links:
2. <http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and <http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. 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.

#### **F. Pre-Proposal Conference**

Not required for this RFP

#### **G. Schedule of Events**

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	March 3, 2011
Deadline for Receipt of Written Questions	March 17, 2011 4:00 pm CST
Response to Written Questions	March 24, 2011
Deadline for Receipt of Written Proposals	April 4, 2011 4:00 pm CDT
Proposal Evaluation Begins	April 6, 2011
Contract Award Announced	April 15, 2011



Contract Negotiations Begin	April 15, 2011
Contract Begins	June 1, 2011

## H. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall provide 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://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and <http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

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

## II. SCOPE OF WORK

### A. Project Overview

The result of this contract will be obtaining the services of an independent professional evaluator to administer an in-person, face-to-face consumer satisfaction survey to measure the experiences of those receiving Home and Community Based Services waivers or state plan services. The survey includes performance measures which assist in meeting the CMS 1915(c) waiver assurances and as such are a part of the OAAS Quality Improvement Strategy. Aggregate data from the survey will be utilized as discovery data for some of the performance measures for the service plan and health and welfare assurances to CMS.

The Contractor shall participate in pre-survey planning: make suggestions regarding the survey instrument and processes and procedures in order to improve the quality of survey results.

OAAS shall provide the Contractor with a sample from the targeted participant populations. OAAS shall notify prospective participants by mail of the Consumer Experience Surveys and will request their participation in the survey. The Contractor shall follow up with telephone calls, finalize agreements to participate, and schedule the interviews. From the sample, the statistically valid numbers of in-person, face-to-face interviews are to be completed during the survey project by the Contractor.

If the participant consents to be surveyed, the Interviewer will visit him/her at home, at the ADHC, at another location that the participant chooses, or in the OAAS Regional Office. For those interviews that are to take place in the Regional Offices, the Regional Office shall facilitate scheduling of the interviews.

The result of this contract will be that OAAS will receive feedback directly from participants about experiences with their services and their general quality of life in their homes. This will inform OAAS to identify promising practices and opportunities for improvement through OAAS' quality improvement system.

## **B. Deliverables**

### **1. General Requirements**

Contractor shall work cooperatively with the OAAS to assist in defining project goals, objectives, analyzing data and outcomes.

Contractor shall provide a debriefing and a report on the status of pre-survey activities to OAAS prior to the survey project at least fourteen (14) calendar days prior to the scheduling of surveys.

Contractor shall utilize the OAAS sample selection that targets customer populations throughout the State of Louisiana.

Contractor shall complete the required number of face-to-face interviews, minimum of 272 to the maximum of 416 per survey, as specified by OAAS.

Surveys are to be administered beginning April 1<sup>st</sup> and submitted to OAAS for July 1<sup>st</sup> of each year of the contract.

Contractor shall ensure that notices will be mailed to prospective participants two (2) weeks prior to the start of the survey to request their participation in the survey.

Contractor shall provide hard copies of the OAAS Consumer Experience Surveys that are required by the Contractor's staff throughout each survey period.

Contractor must administer the Consumer Experience Survey to participants and ask participants about their experience with paid services, in addition to a number of other issues, as documented on the Consumer Experience Survey.

Survey responses must be entered by the Contractor in the data entry software provided by OAAS.

### **2. Programmatic Requirements**

OAAS will provide the Contractor with data entry software containing the survey instrument.

Contractor shall assure maintenance of the data entry software is protected to maintain the privacy of personal health information throughout the survey period.

Contractor must report any suspected violation of HIPAA regulations to OAAS immediately during the survey period.

Contractor shall retain all survey instruments until the completion of the survey project so that the contractor can research and correct any discrepancies between the survey, data files, or billing invoices within thirty (30) days of completion of each required surveys.

### 3. Operations Requirements

The Contractor shall be responsible for all expenses associated with provisions of services under this contract.

Costs per Consumer Experience Survey includes the travel cost for the in-person, face-to-face surveys throughout the State of Louisiana.

Costs per Consumer Experience Survey include scheduling, interviewing and data entry for each survey into the Survey software.

### 4. Staffing Requirements / Qualifications

Contractor shall assign a designated highly qualified project manager who will be responsible for all aspects of the administration of the survey that meets the required educational requirements:

- a. Educational Doctorate in Curriculum and Instruction
- b. Minimum of 25 years experience in selected evaluation/assessment activities including but not limited to areas of education, statistical analysis, quality assurance, strategic planning, needs assessment and evaluation.

Contractor shall assure that staff is adequately trained. The staff shall have an understanding of the OAAS HCBS programs, as this is essential to effectiveness of the process.

### 5. Record Keeping Requirements

Contractor shall maintain worksheets or other hard copies of any PHI in a secure manner.

Contractor shall follow all HIPAA requirements and procedures at all times.

Contractor shall ensure accurate data entry for all surveys.

Contractor will provide OAAS with hard copy of all completed surveys upon completion of each survey period.

## 6. Reporting Requirements

Contractor must schedule conference calls with OAAS approximately every two (2) weeks during the survey period. Contractor shall report to OAAS the number of participant surveys completed every two (2) weeks during the survey period.

Contractor shall provide OAAS with a debriefing and a report on the process of conducting the interviews every two (2) weeks.

Contractor must determine and notify OAAS within two (2) weeks of the survey whether or not another sample is needed to have a state wide, random sample that is without stratification during the survey period.

Contractor shall notify OAAS of any deviation from the established timelines; with a revised timeline subject to approval of the OAAS.

Contractor must notify OAAS of any event / incident / error that may compromise the contract deliverables. Initial notification to contract monitor may be by telephone and/or electronic form no later than 24 hours after the event / incident / error is identified.

Contractor shall evaluate the survey instrument as it is used and make suggestions for the improvement of the survey instrument and/or any improvements in the process/procedures used by OAAS or the contractor's interviewers.

## 7. Transition Plan

Contractor shall retain all survey instruments and related materials until the completion of the survey project so that the Contractor can research and correct any discrepancies between the survey, data files, or billing invoices.

Contractor must submit final invoices to OAAS within fifteen (15) days after completion of survey project.

Contractor shall receive payment upon receipt of invoices and evidence of deliverables as approved by OAAS on completion of each survey project.

Contractor shall transfer all survey instruments, data, and related materials to OAAS within thirty (30) days after completion of each survey project.

Contractor shall submit to OAAS all project data and any documents, records or papers containing Personal Health Information (PHI) including hard copies and electronic files at completion of each survey project.

Contractor shall provide OAAS with a final comprehensive proposal for improving the Consumer Survey methodology for all targeted OAAS populations.

**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.
  - a. Late submission of any required report - \$50 per working day, per report.
  - 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 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. 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 shall use existing applications and data owned by OAAS or its contractors.

The Contractor shall maintain hardware and software compatible with current DHH requirements which are as follows:

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

#### **F. Subcontracting**

The Contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The Contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.
2. 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. 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 Worker's Compensation coverage only.

##### **1. Contractor's Insurance**

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. 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 notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. 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.

**H. Resources Available to Contractor**

The Office of Aging and Adult Services 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.

**I. Contact Personnel**

All work performed by the contract will be monitored by the contract monitor. Contact information for the monitor will be provided during the contract process.

**J. Term of Contract**

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of three years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

**K. Payment**

The Contractor shall submit deliverables in accordance with contract requirements and shall submit an invoice at the completion of each survey project. Payment of invoices is subject to approval of Contract Monitor.

**III. PROPOSALS**

**A. General Information**

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Department shall determine, 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 DHH until an award is made.

**C. Code of Ethics**



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.

**D. Rejection and Cancellation**

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

**E. Award Without Discussion**

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

**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.

**G. Proposal Cost**

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

**H. Errors and Omissions**

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

**I. 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.

**J. Procurement Library/Resources Available To Proposer**

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

**K. 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 and should submit one (1) electronic copy (flash drive or cd) and five (5) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Mary Gonzalez  
Department of Health and Hospitals  
Division of Contracts and Procurement Support  
628 N 4<sup>th</sup> Street, 5th Floor  
Baton Rouge, LA 70802

If delivered via US Mail:

Mary Gonzalez  
Department of Health and Hospitals  
Division of Contracts and Procurement Support  
P.O. Box 1526  
Baton Rouge, LA 70821-1526

**L. Proprietary and/or Confidential Information**

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or

proprietary in its entirety may be rejected without further consideration or recourse.

2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

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

4. Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - “REDACTED COPY”. The redacted copy should also state which sections or information has been removed.”

7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

**M. Proposal Format**

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

**N. Requested Proposal Outline:**

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

**O. Proposal Content**

1. 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.
2. 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.
3. 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 II.
4. Introduction/Administrative Data
  - a. The introductory 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 DHH Office of Aging and Adult Services as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.

- b. This introductory 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 Active 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 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 DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
    - viii. Proposer's state and federal tax identification numbers.
  - d. The following information **must** be included in the proposal:
    - i. Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).
5. Work Plan/Project Execution
- The proposer should articulate an understanding of and ability to effectively implement services as outlined within Section II of the 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. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
  - k. Identify all assumptions or constraints on tasks.
  - l. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
6. Relevant Corporate Experience
- a. The proposal should indicate the firm has a record of prior successful experience in the design and 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 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should 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.

## 7. 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 sub-contractor.
- 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:
  - Experience with proposer,
  - Previous experience in projects of similar scope and size.
  - 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.

## 8. 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.

9. Corporate Financial Condition
  - a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
  - b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.
10. Cost and Pricing Analysis
  - a. Proposer **shall** specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.
  - b. Proposer **shall** provide its cost proposal in the form of a per individual survey amount. Costs per Consumer Experience Survey shall include travel cost for the in-person, face-to-face surveys throughout the State of Louisiana, scheduling, interviewing and data entry for each survey into the Survey software and all other administrative tasks.
  - c. For the purposes of your proposal, assume that the amount of surveys to be completed for each survey project is 334. **NOTE:** This is an estimate used for cost evaluation only. OAAS reserves the right to increase or decrease the number of surveys required of the successful proposer based on actual requirements.

**P. Evaluation Criteria**

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.
4. Cost Evaluation:
  - a. The proposer with the lowest total cost for all three years shall receive 20 points. Other proposers shall receive points for cost based upon the following formula:



$$\text{CPS} = (\text{LPC}/\text{PC}) * 20$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the 20 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- c. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
- d. The DHH Deputy Undersecretary may provide information to the Proposal Review Committee in its evaluation of the additional 5 points.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	20
Work Plan/Project Execution	20
Corporate Experience	10
Qualification of Personnel	20
Financial Statements	5
Cost	25
Total	100

**Q. On-Site Presentations/Demonstrations**

Not required for this RFP

**R. Announcement of Award**

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

**IV. CONTRACTUAL INFORMATION**

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/Attachment II) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.

- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH 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.
- C. Performance Bond-For all contractors (for profit or not for profit) awarded contracts through the RFP; the Department shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount.
- OR
- Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 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.
- D. In addition, to 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 a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
  4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference 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. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
  - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
  - 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 agency 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.

Attachments:

- I. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA Business Associate Addendum

CERTIFICATION STATEMENT

ATTACHMENT I

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**CFMS:  
DHH:  
AGENCY #**

Attachment II  
DHH - CF - 1

**CONTRACT BETWEEN STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS**

**AND**

**FOR**

Personal Services    Professional Services    Consulting Services    Social Services

1) <b>Contractor (Legal Name if Corporation)</b>		5) <b>Federal Employer Tax ID# or Social Security #</b> (11 digits)	
2) <b>Street Address</b>		6) <b>Parish(es) Served</b>	
<b>City and State</b>	<b>Zip Code</b>	7) <b>License or Certification #</b>	
3) <b>Telephone Number</b>		8) <b>Contractor Status</b>	
4) <b>Mailing Address (if different)</b>		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	
<b>City and State</b>	<b>Zip Code</b>	8a) <b>CFDA#(Federal Grant #)</b>	

9) **Brief Description Of Services To Be Provided:**  
 Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) <b>Effective Date</b>	11) <b>Termination Date</b>
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

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: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

<b>PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:</b>	<b>Name</b>	
	<b>Title</b>	<b>Phone Number</b>

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

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, 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, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. 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 three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, 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 DHH 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 Department of Health and Hospitals, 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 DHH Office.**

4. 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. 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 Contractual Review.
6. 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, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.

7. 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 Department of Health and Hospitals, 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 supplies 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.
13. 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. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. 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.

15. 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 \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.
16. 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. 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 contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. 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.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. 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 DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH 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. Any equipment purchased under this contract remains the property of the Contractor for the period of 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 DHH 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. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, 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 LA R.S. 40:1299.39 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 DHH.
22. 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. 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.

**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.**

	<b>STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS</b>
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*Secretary, Department of Health and Hospitals or Designee*

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(Rev. 1/04)

**HIPAA Business Associate Addendum:**

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”). The Department of Health and Hospitals, (“DHH”), as a “Covered Entity” as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. “*Protected health information*” (“PHI”) means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
  - “*Electronic protected health information*” means PHI that is transmitted by electronic media or maintained in electronic media.
  - “*Security incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) 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 will 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.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees’, agents’ or subcontractors’ actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 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.

9. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

  - (A) Implement 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 DHH;
  - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
  - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.