



REQUEST FOR PROPOSALS

for

PERMANENT SUPPORTIVE HOUSING SERVICES

LOUISIANA DEPARTMENT OF HEALTH

OFFICE OF AGING AND ADULT SERVICES

RFP #:3000013849

Proposal Due Date/Time: March 6, 2020 2:00 PM CT

Release Date: February 4, 2020

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REQUEST FOR PROPOSAL FOR PERMANENT SUPPORTIVE HOUSING SERVICES

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this RFP is to establish and maintain a payment mechanism and assure continuity of service provision for Permanent Supportive Housing (PSH) households in nine (9) Louisiana Department of Health (LDH) regions that are currently receiving Community Development Block Grant (CDBG) funded tenancy support services. Over the term of the contracts to be established under this procurement, many of these households will be transitioned to funding through the Medicaid program. Indeed it is expected that contractors will make every effort to transition households served under this procurement from CDBG funding to more sustainable funding sources for services, particularly Medicaid.

PSH tenancy support services are delivered primarily in the home or community where the household is living, and recipients shall not be required to receive services at the provider's office. Because the program is not exclusive to one disability, the services are to be provided by teams that include members with working knowledge of the needs of the various disability populations as well as knowledge of available community services. PSH services will include: participant engagement, tenancy needs assessment, service planning, delivery of tenancy support, housing crisis prevention planning, and intervention and stabilization. It is anticipated that seven (7) to ten (10) contracts will be awarded as a result of this procurement. Contracts will be awarded to assure coverage for all nine (9) LDH regions. Contractors must remain enrolled to provide Medicaid-funded supportive services for PSH under the Medicaid State Plan (and/or any additional or subsequent Medicaid authority implemented by LDH) for behavioral health services and HCBS 1915(c) waivers under Title XIX of the Social Security Act, throughout the term of the contract.

1.2 Background

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 by other providers, and the utilization of available resources in the most effective manner.

LDH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities (OCDD), Office of Behavioral Health (OBH), Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

LDH has placed the management of the Permanent Supportive Housing (PSH) Program with the Office of Aging and Adult Services. The LDH PSH program is responsible for:

- Applicant outreach;
- Application processing;
- Housing referrals;
- Tenant services management;
- Quality and compliance monitoring; and
- Supportive services development and delivery for the participants in the PSH program.

Overall policy direction for the program is determined by the PSH Executive Management Committee, which includes the LDH Deputy Secretary, the Medicaid Director, the PSH Program Director, the Louisiana Housing Authority (LHA) Executive Director, and the Assistant Secretaries of the LDH program offices. The Division of Administration, Office of Community Development (OCD) is the State agency that administers the CDBG funds for the State of Louisiana. The Louisiana Housing Corporation manages rental subsidies while LDH manages the services component of the PSH program.

PSH is a best practice model of housing and supports that includes housing that is safe, affordable and permanently available to tenants with disabilities as long as the tenant can meet the requirements of tenancy. As such, it adheres to the “housing first” approach to supportive housing in that the housing and services are separate. The services offered are individually tailored to the tenant’s needs and are made available to the tenant, but are not a requirement of continued tenancy. PSH households include individuals who have a disability, or have a family member with a disability, that is severe enough that the individual/household cannot attain or maintain housing without supportive services. Participants must also be of low income with preferences for those who have an income that is at or below 30% of Area Median Income.

1.3 Goals and Objectives

The contractors selected to provide tenancy support services are required to adhere to an approach that is tenant-driven, individualized, and community-based. Services will focus on the skills needed by participants to access and maintain stable housing, including but not limited to: education on tenant’s rights and responsibilities, assistance with effectively responding to or avoiding identified precursors or triggers that would put continued tenancy at risk, and assistance with developing daily living skills specific to managing one’s own home. Services will be delivered by the contractor and will be provided in the participant’s home or community rather than in a provider’s office. Because the PSH program serves people with any type of significant disability, the contractor will need to have expertise in the needs of

several different disability populations and will be expected to have extensive knowledge of other service resources in the surrounding community to assist with the participant's overall care.

The successful provision of services to participants will require the contractor to understand and embrace the overriding principles of PSH. PSH follows the Housing First model. Housing First means housing is not contingent on certain conditions, or the completion of certain programs, and supportive services are available but not required for obtaining or maintaining housing. PSH tenants may live in their homes as long as they meet the basic obligations of tenancy, such as paying rent. Tenants have a lease in their own name, and, therefore, they have full rights and responsibilities of tenancy under local landlord-tenant law and cannot lose their home unless they violate their lease agreement. Services made available will vary in scope, intensity and type depending on the participant's disability, specific program requirements related to eligibility, and the participant's particular service needs. The following principles also apply to supportive housing:

- Participation in services is voluntary and tenants cannot be evicted for rejecting services.
- Housing is not time-limited.
- Prospective tenants have choice in housing. Before moving into PSH, tenants are asked about their housing preferences.
- Housing is affordable, with tenants paying no more than 30 percent of their gross income toward rent.
- Housing is integrated. Tenants have the opportunity to interact with neighbors who do not have disabilities.
- Tenants have choices in the support services that they receive. They are asked about their choices and choose from a range of services, and different tenants receive different types of services based on their individual needs and preferences.
- As needs change over time, tenants can receive more intensive or less intensive support services without losing their homes.

The contractor(s) will be required to plan and deliver an array of supportive services for clients currently receiving CDBG grant funds. Services are divided into three phases:

1.3.1 Pre-tenancy

Services that are provided to an applicant's household before moving into a housing unit, which may include, but are not limited to: Initial assessments and goal setting and support in accessing housing (including assistance with applications).

1.3.2 Move-in

Services that are provided to a participant's household after they have chosen and been accepted into a housing unit. These services may include, but are not limited to: arranging for payment of rental and utility deposit, obtaining essential items for establishing a home and moving the household into their unit.

1.3.3 Ongoing tenancy

Services that are provided after a participant's household has moved into a rental unit. Specific supportive services will depend on individual tenant needs, but the types of services that will be available will include: crisis prevention and intervention, personal skills training for a variety of needs including housekeeping, cooking and social network building as well as direct assistance with these activities until the skills are learned, transportation and transportation training, budgeting assistance, linkage to mental health, substance abuse treatment and medical care, linkages to education and employment and other community supports as well as interceding with property management in any tenant based issues. Assessment and planning shall be ongoing to assure responsiveness to the changing needs of participants. The overall goal of the services is to facilitate the participant's stable long term tenancy.

Although skill development in the use of available transportation will be considered part of the service delivery, to adequately provide supportive services at all stages of participant skill development, the contractor shall transport or have access to transportation for participants.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about 7/01/2020 and is anticipated to end on 6/30/2023. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

No contract/amendment shall be valid, nor shall the LDH 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.

1.5 Definitions

Agency	Louisiana Department of Health (LDH)
CDBG	Denotes federal Community Development Block Grant
Contractor	Any person having a contract with a governmental body; the selected proposer.

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.
DOA	Division of Administration
LHA	Louisiana Housing Authority
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OAAS	Denotes the LDH Office of Aging and Adult Services
OCD	Denotes the State Office of Community Development within the Division of Administration
Original	Denotes must be signed in ink
OSP	Office of State Procurement
OTS	Office of Technology Services
Proposer	A firm or individual who responds to this RFP
PSH	Denotes the Permanent Supportive Housing Program
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	February 4, 2020
Deadline for receipt of written inquiries	February 11, 2020
Deadline to answer written inquiries	February 26, 2020
Deadline for receipt of proposals	March 6, 2020, 2:00 PM CT
Notice of Intent to award announcement, and 14-day protest period begins, on or about	TBD
Contract execution, on or about	July 1, 2020

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

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposals which, for any reason, are not so delivered will not be considered.

Proposer shall submit one original hard copy (the Certification Statement must have original signature signed in ink), and four (4) hard copies of the entire proposal and one (1) electronic (on USB Flash drive) of

the entire proposal must be submitted. Proposer shall also submit one (1) electronic copy (on USB flash drive) of its Redacted Proposal, if applicable. All electronic copies must be searchable. The financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense via U. S. mail, courier or hand delivered as follows:

If courier mail or hand delivered:

**Jenny Borders
Louisiana Department of Health
Office of Aging and Adult Services
628 N 4th Street, 2nd Floor
Baton Rouge, LA 70802**

If delivered via U.S. Mail:

**Jenny Borders
Louisiana Department of Health
Office of Aging and Adult Services
P. O. Box 2031
Baton Rouge, LA 70821**

The Proposer is solely responsible for ensuring that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

Upon receipt all proposals and modifications will be time stamped, but not opened. All proposals received shall be secured until proposal opening time. Proposers must label their proposals with a "Sealed Proposal" Label.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

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

1. Only vendors who are currently certified by the Louisiana PSH Program and in good standing with the program to provide PSH services may apply.
2. Due to the requirement for transitioning clients to sustainable long term services funding under Medicaid, only vendors credentialed and contracted to provide Community Psychiatric Support and Treatment (CPST) services with all contracted Medicaid Managed Care Organizations in Louisiana may apply.
3. Due to the requirement for transitioning clients to sustainable long term services funding under Medicaid, only vendors enrolled to provider Housing Support services in the five Medicaid 1915(c)

waivers that provide services to support PSH tenants may apply. These waivers are: Community Choices Waiver, New Opportunities Waiver, Supports Waiver, Residential Options and Children's Choice Waiver.

1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals:

It is desirable that proposers have experience in successfully providing services under federal CDBG requirements and have done so without significant negative findings in CDBG financial and quality monitoring reviews.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

1.9.1 Table of Contents

The proposal should be organized in the order contained below.

Executive Summary (**not scored**)

Company Background and Experience

Approach and Methodology

Proposed Staff Qualifications

Louisiana Veteran and/or Hudson Initiative

Corporate Financial Condition (**not scored**)

1.9.2 Executive Summary

The executive summary should contain proposer contact name and phone number, include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

This section should also include the following information:

- Location of Administrative Office with full time personnel. Include all office locations (addresses) with full time personnel;
- Name and address of principal officer;
- Name and address for purpose of issuing checks and/or drafts;
- For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;

- If an out-of-state proposer, give name and address of local representative; if none, so state;
- If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
- 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;
- Proposer's state and federal tax identification numbers;
- All monitoring reports and findings related to previous provision of CDBG services; and
- LDH Regions proposer is proposing to serve.

1.9.3 Company Background and Experience (5 page limit)

The Proposers should give a brief description of their company including brief history, corporate or organization structure, and number of years in business. 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 include an organizational chart displaying the proposer's overall structure.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. If applicable, proposer should describe experience in successfully providing services under federal CDBG requirements and identify any negative findings in CDBG financial and quality monitoring reviews. If proposer does not have experience in providing CDBG-funded services, proposer shall describe how they will develop expertise necessary to meet those requirements.

The proposal should provide the proposer's record of prior successful experience in the implementation of services as sought through this RFP. Proposers should include detailed statements about prior performance .

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.

1.9.4 Approach and Methodology (8 page limit)

In this section, the proposer should demonstrate knowledge and understanding of the needs and objectives of the PSH initiative as related to the Scope of Work described in Part 2 of this RFP. The proposer must provide information to demonstrate knowledge of Housing First. In addition, the proposer's approach to conducting individual assessments and service planning must be described. The approach that will be used to provide supports and services across all disabilities must be included.

The Proposer should also address:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.

- Functional approach in providing the services. This should include how proposer approaches transportation needs, including whether agency employees will provide transportation to clients; and 24/7 coverage for after-hours emergencies.
- Functional approach in identifying the tasks necessary to meet requirements.
- Approach to Project Management.
- Approach to Quality Assurance.
- Approach to transitioning households off of CDBG to sustainable services funded under Medicaid.
- Brief narrative, no longer than 2 paragraphs, describing the agency's experience in serving several different disability populations and linkage to community services.
- Present innovative concepts for consideration by LDH.
- Any other information needed to effectively describe proposer's ability to perform the Scope of Work as described in Part 2.

1.9.5 Proposed Staff Qualifications (2 page limit)

The Proposer should provide detailed information (**2 page limit, excluding job descriptions and organizational chart**) about the experience and qualifications of the Proposer's assigned personnel as indicated in Part 2.3.5, Scope of Work, Staffing Requirements/Qualifications.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Relevant experience, resources, and qualifications of the proposed staff to be assigned to this project should be clearly described. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will also be evaluated. Proposer should also include a statement of its ability to commit full time key personnel for the full term of the contract. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Personnel should be identified and must be those who will work directly on the project. Percentage of time, work-hours committed or other identification of the proposed level of effort must be submitted.

Job descriptions for all staff must be included and must indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Proposers must also state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties as well as indication of full- or part-time participation should be included.

1.9.6 Veteran and Hudson Initiative Programs Participation

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

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

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

In 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.

1.9.7 Corporate Financial Condition

Proposer shall submit copies of audited financial statements for the last three (3) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the proposer's financial resources sufficient to conduct the project.

1.9.8 Cost Proposal

Not required for this RFP. The rate of reimbursement is \$15.11 per 15 minute unit of service for "pre-tenancy, move-in and ongoing tenancy service up to 14 units a month per participant.

1.9.9 Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Technical and Cost Proposals

Not applicable to this RFP

1.11 Legibility/Clarity

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

1.12 Confidential Information, Trade Secrets, and Proprietary Information

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 the contract, or which become available to the Contractor in carrying out the 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.

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.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1 et seq., and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.13 Proposal Clarifications Prior to Submittal

1.13.1 Pre-proposal Conference

Not required for this RFP.

1.13.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed below.

Jenny Borders
Louisiana Department of Health
Office of Aging and Adult Services
628 N 4th Street, 2nd Floor Baton Rouge, LA 70802
Jenny.Borders@la.gov
(phone) 225-219-5856

Comments and questions must be made in writing and received by the RFP Coordinator no later than the Deadline for Receipt of Written Questions detailed in the Schedule of Events Section 1.6. The State will consider written inquiries only and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be submitted electronically in an MS Excel table in the format specified below. Inquires not submitted in the required format will not be considered.

Submitter Name	Document Reference (e.g., RFP, Attachment)	Section Number	Section Heading	Page Number in Referenced Document	Question
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The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and may also be posted at <http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>

Only the RFP Coordinator, Jenny Borders or designee, as referenced in Section 1.13.2, has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

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

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.13.3 Blackout Period

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

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

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

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

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

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

1.14 Error and Omissions in Proposal

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

1.15 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and may also be posted at <http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>

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

1.16 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 withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP. If a Proposer withdraws a bid, all proposal documents shall remain the property of the State.

1.17 Waiver of Administrative Informalities

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

1.18 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.19 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.20 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of, or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.21 Taxes

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the 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 the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.22 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

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

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

1.23 Use of Subcontractors

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 the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, the proposers shall acknowledge in their proposals total responsibility for the entire contract to LDH.

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

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.

1.24 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Discussions/Presentations as referenced in this section are not anticipated for this RFP.

1.25 Acceptance of Proposal Content

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

1.26 Evaluation and Selection

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

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

1.27 Contract Award and Execution

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

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

1.28 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, 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.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

The State reserves the right to make multiple awards and as follows:

- Make an award without presentations by proposers or further discussion of proposals received;
- The Department will notify the successful Proposer(s) and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly;
- Enter into a contract(s) without further discussion of the proposal submitted based on the initial offers received; or
- Contract for all or a partial list of services offered in the proposal.

1.29 Right to Prohibit Award

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

1.30 Insurance Requirements for Contractors

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

1.30.1 Contractor's Insurance

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

1.30.2 Minimum Scope and Limits of Insurance

1.30.2.1 Workers Compensation

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

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

1.30.2.2 Commercial General Liability

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

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

1.30.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.30.2.4 Automobile Liability

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

Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

1.30.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy,

if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.30.3 Deductibles and Self-Insured Retentions

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

1.30.4 Other Insurance Provisions

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

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

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

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

1.30.4.2 Workers Compensation and Employers Liability Coverage

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

1.30.4.3 All Coverages

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

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

1.30.5 Acceptability of Insurers

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

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

1.30.6 Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana, LDH OAAS, Its Officers, Agents, Employees and Volunteers
628 N. 4th Street
Baton Rouge, LA 70802
PSH RFP# 30000138419

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

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

1.30.7 Subcontractors

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

1.30.8 Workers Compensation Indemnity

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

1.31 Indemnification and Limitation of Liability

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.

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 property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, 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 Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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 Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, 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.

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, 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.

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.

1.32 Payment

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 contract monitor of approval authority or designee. Continuation of payment shall be dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Department of Health and Hospitals of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within **30 calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.
3. During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. Contractors are encouraged to bill monthly and should not exceed 60 days.
4. Payment shall conform to OMB circular A-122/133.

1.32.1 Electronic Vendor Payment Solutions

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

1.33 Termination

1.33.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter 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.

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

1.33.2 Termination of the Contract for Convenience

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

1.33.3 Termination for Non-Appropriation of Funds

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

1.34 Assignment

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

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.

1.35 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Department of [LDH](#) Office of Aging and Adult Services , Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.36 Civil Rights Compliance

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

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

1.37 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted

for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.38 Entire Agreement/ Order of Precedence

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

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

1.39 Contract Modifications

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

1.40 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.41 Governing Law

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

1.42 Claims or Controversies

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

1.43 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethical issues.

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.

1.44 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

The contractor must provide written assurance to the Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

1.45 Prohibition of Discriminatory Boycotts of Israel

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

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Permanent Supportive Housing program was established as part of Louisiana's Katrina/Rita disaster recovery plan. The Department of Health is responsible for applicant outreach, application processing, housing referrals, Tenant Services Management, provision of housing-based supportive services for participants in the PSH program, and compliance and quality monitoring. The Louisiana Housing Corporation is responsible for tenant selection, waiting list management, housing search/development, and subsidy management. LDH is publishing this Request for Proposals for service providers who will, if

awarded, provide the Housing Support Services to the participants in the PSH program who are approved to receive CDBG funded services.

The services will focus on the skills needed by participants to maintain stable housing, including but not limited to: education on tenant's rights and responsibilities, assistance with effectively responding to or avoiding identified precursors or triggers that would put participants at risk of remaining in a natural community location, and assistance with developing daily living skills specific to managing his or her own home. Services will be delivered by contractor and will be provided in the participant's home or community rather than in a provider's office. Because the PSH program serves people with any type of significant disability, the contractor will need to have expertise in the needs of several different disability populations and will be expected to have extensive knowledge of other service resources in the surrounding community to assist with the participant's overall care.

The successful provision of services to participants will require the contractor to understand and embrace the overriding principles of PSH. PSH follows the Housing First model. Housing First means housing is not contingent on certain conditions or the completion of certain programs, and supportive services are available but not required for obtaining or maintaining housing. PSH tenants may live in their homes as long as they meet the basic obligations of tenancy, such as paying rent. Tenants have a lease in their own name, and, therefore, they have full rights and responsibilities of tenancy under local landlord-tenant law and cannot lose their home unless they violate their lease agreement. Services made available will vary in scope, intensity and type depending on the participant's disability, specific program requirements related to eligibility, and the participant's type of service needs. The following principles also apply to supportive housing:

Participation in services is voluntary and tenants cannot be evicted for rejecting services.

- Housing is not time-limited.
- Prospective tenants have choice in housing. Before moving into PSH, tenants are asked about their housing preferences.
- Housing is affordable, with tenants paying no more than 30 percent of their gross income toward rent.
- Housing is integrated. Tenants have the opportunity to interact with neighbors who do not have disabilities.
- Tenants have choices in the support services that they receive. They are asked about their choices and choose from a range of services, and different tenants receive different types of services based on their individual needs and preferences.
- As needs change over time, tenants can receive more intensive or less intensive support services without losing their homes.

2.2 Task and Services

The contractor(s) will be required to plan and deliver an array of supportive services for clients approved for CDBG. Services are divided into three phases:

2.2.1 Pre-tenancy

Services that are provided to an applicant household before moving into a housing unit. These services may include but are not limited to: Initial assessments and goal setting; support in accessing housing (including assistance with applications);

2.2.2 Move-in

Services that are provided to a participant household after they have chosen and been accepted into a housing unit. These services may include but are not limited to: arranging for payment of rental and utility deposit, obtaining essential items for establishing a home and moving the household into their unit;

2.2.3 Ongoing tenancy

Services that are provided after a participant household has moved into a rental unit. Specific supportive services will depend on individual tenant needs but the types of services that will be available will include: crisis prevention and intervention, personal skills training for a variety of needs including housekeeping, cooking and social network building as well as direct assistance with these activities until the skills are learned, transportation and transportation training, budgeting assistance, linkage to mental health, substance abuse treatment and medical care, linkages to education and employment and other community supports as well as interceding with property management in any tenant based issues. Assessment and planning shall be ongoing to assure responsiveness to the changing needs of participants. The overall goal of the services is to facilitate the participant's stable long term tenancy. Although skill development in the use of available transportation will be considered part of the service delivery, to adequately provide supportive services at all stages of participant skill development, the contractor shall transport or have access to transportation for participants.

2.3 Deliverables

2.3.1 General Requirements

Contractor shall provide a copy of their updated policy and procedures that incorporate PSH principles and approach to service delivery for presentation to LDH within 60 calendar days of the start of the contract.

Policy & procedures shall outline how staff orientation and training will be conducted.

Policy & Procedures shall include personnel policies and procedures for hiring.

2.3.2 Programmatic Requirements

2.3.2.1 Service Planning

Service planning will be conducted by the contractor under the supervision of either an LCSW or an LPC. The contractor will develop an individualized service plan for each participant household. Some households may have more than one family member in need of services. PSH serves the whole family, not just the Head of Household. If more than one member of the household needs individual services, a separate service plan must be developed. The plan will be developed with the participant, members of the participant's family and/or support network and any participant requested community service provider who is providing services to the participant. All service planning shall be documented and become a part of the participant's case record. Participants may decline services but the contractor must develop a plan that outlines the amount of contact the provider will maintain with the participant and the continued attempts to engage the participant in services.

2.3.2.2 Crisis Planning

The contractor will conduct Crisis Prevention, Intervention and Stabilization planning as required. The format for the crisis planning document shall be submitted to LDH for approval within 30 calendar days from the start date of the contract. The agency crisis plan must address 24/7 coverage for after hours emergencies.

2.3.2.3 Individualized Housing Support Plan (IHSP)

The contractor shall develop and update an IHSP as required and according to the time frame designated. The format for the IHSP shall be submitted to LDH for approval within 30 calendar days from the start date of this contract.

2.3.2.4 Disaster Planning

The contractor shall develop in conjunction with the participant a plan to follow in the event of a natural or manmade disaster. The plan must include the activities that the contractor will conduct to assist the participant in carrying out the plan. Planning will be simultaneous with that of the IHSP and Crisis Plans. The format for the plan shall be submitted to LDH for review within 30 calendar days from the start date of the contract.

2.3.3 Service Delivery

Services are delivered in the participant's home or community continuously through the pre-tenancy, move-in and post-tenancy phases of housing. Service descriptions during these phases are provided in the PSH Interim Program Standards.

Services are to be delivered as ordered in the IHSP.

Service delivery and participant progress are to be documented in the participant case record.

2.3.4 Operations Requirements

Contractor shall maintain at least one office in proximity to CDBG recipients currently being served. Contractor shall provide space sufficient for staff to perform their duties, maintain locked confidential participant files, and conduct confidential interviews and meetings.

Contractor shall provide equipment sufficient for staff to perform their duties including computers, cell phones, portable scanners, office supplies and, if staff vehicles are not used for participant transport, they will have access to vehicles to transport clients.

Contractor shall maintain all certifications, enrollments, credentialing and contracts necessary to provide PSH supportive services as a cross-disability service under Community Choices Waiver, New Opportunities Waiver, Children's Choice Waiver, Supports Waiver, Residential Options Waiver, and as a component of Community Psychiatric Support Team (CPST) and Psychosocial Rehab (PSR) services.

Contractors who lack experience providing CDBG services in the PSH program must attend LDH-delivered training on authorization and billing of CDBG.

2.3.5 Staffing Requirements/Qualifications

Contractors will have staff members comprised of individuals who have experience with several types of disabilities, including behavioral health, substance abuse, HIV/AIDS, developmental disabilities, age related.

Supervision must be provided by an LCSW or LPC.

Contractors shall each have the capacity to provide: staff supervision, Community Support Specialists, and Peer Support Services.

2.3.6 Record keeping requirements

The Contractor shall maintain a case record on each participant receiving housing based support services through the program. Case records will be retained as required by Community Development Block Grant regulations as stated in the OMB circular, OMB Circulars A-122/133. At a minimum, this case record shall consist of:

- Demographic and identifying information
- Referral form
- Initial PSH assessment
- Comprehensive Housing Assessment
- Individualized Housing Support Plan
- Crisis Prevention, Intervention and Stabilization plan
- Collection of relevant client record information from agencies from whom the resident has received services;

- Participant Incident reports
 - Service logs completed for each service contact with or about a tenant
 - Closing summary, including summary of program outcomes based on life areas and related to service plan, current needs, community referrals, and reason for case closure
 - Information releases, waivers of confidentiality
 - Contractor must protect consumer records against loss, tampering, or unauthorized use. Contractor shall protect and maintain the confidentiality of consumer's records and will release consumer information only with the written consent of the consumer/legal guardian or by court order.
 - Records shall be maintained on all personnel and volunteers involved in the program.
 - Contractor must maintain records of staff team meetings and case consultations and staff in-service trainings.
- All records shall be made available for inspection by OAAS/PSH.

2.3.7 Fiscal

- Services will be reimbursed on a per unit basis and there must be documentation to establish that all units billed have been delivered.
- Contractor shall employ record keeping / receipt procedures, which will provide an audit trail for expenditures and income received. Fiscal and record-keeping procedures must follow Community Development Block Grant (CDBG) requirements. Appropriate financial documentation for reimbursement must be submitted monthly to OAAS/PSH by the 20th day of the subsequent month in which the charges were incurred, utilizing OAAS approved forms. OAAS will provide technical assistance in establishing financial and record keeping procedures. Failure to establish and retain adequate documentation may result in disallowance of such expenditures and represents a contractual breach.
- Funds may only be spent on eligible activities and for eligible costs according to CDBG requirements. The contractor shall use accepted accounting procedures to document expenditures. The OAAS/PSH will utilize the services of the OAAS contract monitor to monitor contracted services and outcomes and the OAAS accountant to monitor contract invoices and finances. The contractor shall have an annual audit (A133) conducted according to state requirements and submit a copy of the audit to OAAS within 30 calendar days of receipt of the final report.
- The contractor must comply with all CDBG standards and related requirements, including, but not limited to, the following:
 - financial management;
 - procurement;
 - labor;
 - use of debarred contractors;
 - conflict of interest;
 - discrimination; and
 - other areas referenced and covered by 24 CFR Part 570 (CDBG regulations), 24 CFR Part 84/85 (financial management) as well as OMB Circulars A-122/133.

2.3.8 Reporting and Monitoring Requirements

The contractor shall submit data which may include demographic information, service delivery information CDBG funded services as requested by the PSH office.

All incident reports shall be sent within 24 hours to the designated PSH program staff for review as outlined in the PSH Policy and Procedure Manual. This will be submitted via email. Any email containing participant identification shall be encrypted.

2.4 Technical Requirements

Not applicable to this RFP

PART 3: EVALUATION

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.

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 the evaluation factors set forth in the RFP.

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
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. Awards will be made to assure that there is at least one agency able to provide services in each of the nine (9) LDH regions. More than one (1) contract may be awarded to cover regions with a higher number of program participants.
4. Cost Evaluation:

N/A. The rate for payment to the contractor will be determined by LDH.

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

Criteria	Maximum Score
Company Background and Experience	30

Approach and Methodology	38
Proposed Staff Qualifications	20
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> • <i>Up to 10 points available for Hudson-certified Proposers;</i> • <i>Up to 12 points available for Veteran-certified Proposers;</i> • <i>If no Veteran-certified Proposers, those two points are not awarded.</i> <i>See Section 3.1 for details.</i>	12
TOTAL SCORE	100

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

Proposer must receive a minimum score of 44 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further to Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

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

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

B. Proposer Status and Allotment of Reserved Points

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

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

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

- i. Subcontractor's name;
- ii. 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.*

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

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

LDH will monitor PSH provider agencies to ensure compliance with all policies and regulations governing administrative, financial and programmatic operations of PSH and to determine that provider certification requirements are being continuously met. The LDH PSH Program develops and maintains the LDH PSH Compliance Manual used for monitoring across the program and with providers

If at any point, a provider fails to meet requirements they will be required to participate in a corrective action plan. Corrective action plans related to bi-annual monitoring will include a secondary monitoring review conducted by LDH within 90 calendar days of the initial monitoring. If a provider fails to meet requirements and comply with procedures during the secondary monitoring review, LDH will develop a corrective action plan with which providers must comply within 90 calendar days of the secondary monitoring. This corrective action plan shall include a third and final monitoring review. If provider requirements remain unmet, certification may be revoked.

4.2.2 Monitoring Plan:

LDH will monitor PSH provider agencies to ensure compliance with all policies and regulations governing administrative, financial and programmatic operations of PSH and to determine that provider certification

requirements are being continuously met. The LDH PSH Program develops and maintains the LDH PSH Compliance Manual used for monitoring across the program and with providers.

All contracted providers must submit to both routine, scheduled monitoring as well as ad hoc and unannounced monitoring by designated LDH PSH program staff.

Monitoring will be, at a minimum, bi-annually in order to identify issues early, resolve issues in a timely fashion, and prevent problems from developing where possible. During file monitoring, LDH will ensure all necessary documents are present in client files. Necessary document requirements are outlined in the PSH *Client File Review* form that is provided to all providers during initial certification and/or when there is any change to client file requirements. LDH will be responsible for requiring and establishing corrective action plans when issues are identified. File Monitoring and Quality of Service Client Interview minimum sample size per provider agency shall be determined by using the following table:

PSH Participant Roster Size	Minimum Number of Files/Records to be Sampled
50 or fewer	5
51-200	5 plus 1 for each increment of 50 (or part of 50) over 51
201-500	8 plus 1 for each increment of 75 (or part of 75) over 201
Over 501	12 plus 1 for each increment of 100 (or part of 100) over 501

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

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

ATTACHMENT I: CERTIFICATION STATEMENT

CERTIFICATION STATEMENT

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for 90 calendar days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 calendar 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 <https://www.sam.gov>).
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or take any other action intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting action. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Authorized Signature:

Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

ATTACHMENT II: SAMPLE CONTRACT

Revised: 2019-08-07

CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

LDH:

Agency Name...

Agency #

AND

FOR

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

RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID#	State LDR Account #
2) Street Address	6) Parish(es) Served	LA 40000 Parishes...
City	State	Zip Code
3) Telephone Number	7) License or Certification #	
4) Mailing Address (if different)	8) Contractor Status	
	Subcontract:	Yes No
	Corporation:	Yes No
	For Profit:	Yes No
	Publicly Traded:	Yes No
City	State	Zip Code
	8a) CFDA#(Federal Grant #)	

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

12) Maximum Contract Amount

13) Estimated Amounts by Fiscal Year

14) Terms of Payment

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

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

PAYMENT WILL BE MADE
ONLY UPON APPROVAL OF:

First Name

Last Name

Title

Phone Number

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

~~Attachment HPR & Addendum~~

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 state's access 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 operation) without written consent of the Department, herein 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 advance approval. Notice of any such assignment or transfer shall be promptly forwarded 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. However, it shall not be necessary for the Contractor to obtain approval of the Department for subcontracts for work or 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 action of the Governor or by any statute enacted in the session of the Legislature, 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:
 - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

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

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.

20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services ~~are being performed~~ on premises owned and operated by LDH.

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "Nonprocurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is required to pay all applicable tax revenues and taxes and the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
35. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
36. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
37. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including but not limited to the Commissioner of Administration's authority in procurement matters.
38. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. This Order of Precedence Clause applies only to contracts that resulted from an RFP.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

	STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH
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SIGNATURE _____ DATE _____ _____ NAME _____ _____ TITLE _____	SIGNATURE _____ DATE _____ _____ NAME _____ Secretary, Louisiana Department of Health or Designee _____ TITLE _____
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SIGNATURE _____ DATE _____ _____ NAME _____ _____ TITLE _____	SIGNATURE _____ DATE _____ _____ NAME _____ _____ TITLE _____
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OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

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

CLEAN AIR ACT

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency (EPA) regulations 40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (EPCA) (Pub. 94-163, 89 Stat. 871, enacted December 22, 1975).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

STATEMENT OF WORK

SCOPE OF SERVICES

Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment [Click here to enter the Attachment identification letter or number](#).

INTRODUCTION

[Click here to enter a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.](#)

DESCRIPTION OF SERVICES/TASKS

[Click here to describe tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.](#)

SCHEDULE REQUIREMENTS

[Click here to describe major schedule milestones, such as: project start, when work plan shall be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.](#)

PERFORMANCE MEASURES AND MONITORING PLAN

[Click here to describe the performance measures to be taken during the project and monitoring plan.](#)

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Statement of Work and are identified as:

[Click here to list performance measures which should be measurable and time bound.](#)

MONITORING PLAN

[Click here to enter the Name and Title or Position](#) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. [Click here to enter the Name and Title or Position](#) will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.

DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:
[Click here to list the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.](#)

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.
- D. *Other Resources.* Contractor shall provide other resources as specified in Attachment [Click here to enter the Attachment identification letter or number.](#) .

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name</u>	<u>Company Responsibilities</u>	<u>Classification Rate</u>	<u>Expected Duration</u>
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[Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.](#)

STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment [Click here to enter the Attachment identification letter or number.](#)

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

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

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

For all statewide and agency term contracts:

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

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

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

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	_____
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Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV: HIPAA BUSINESS ASSOCIATE ADDENDUM

Rev. 06/2016

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 (LDHS) 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. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.

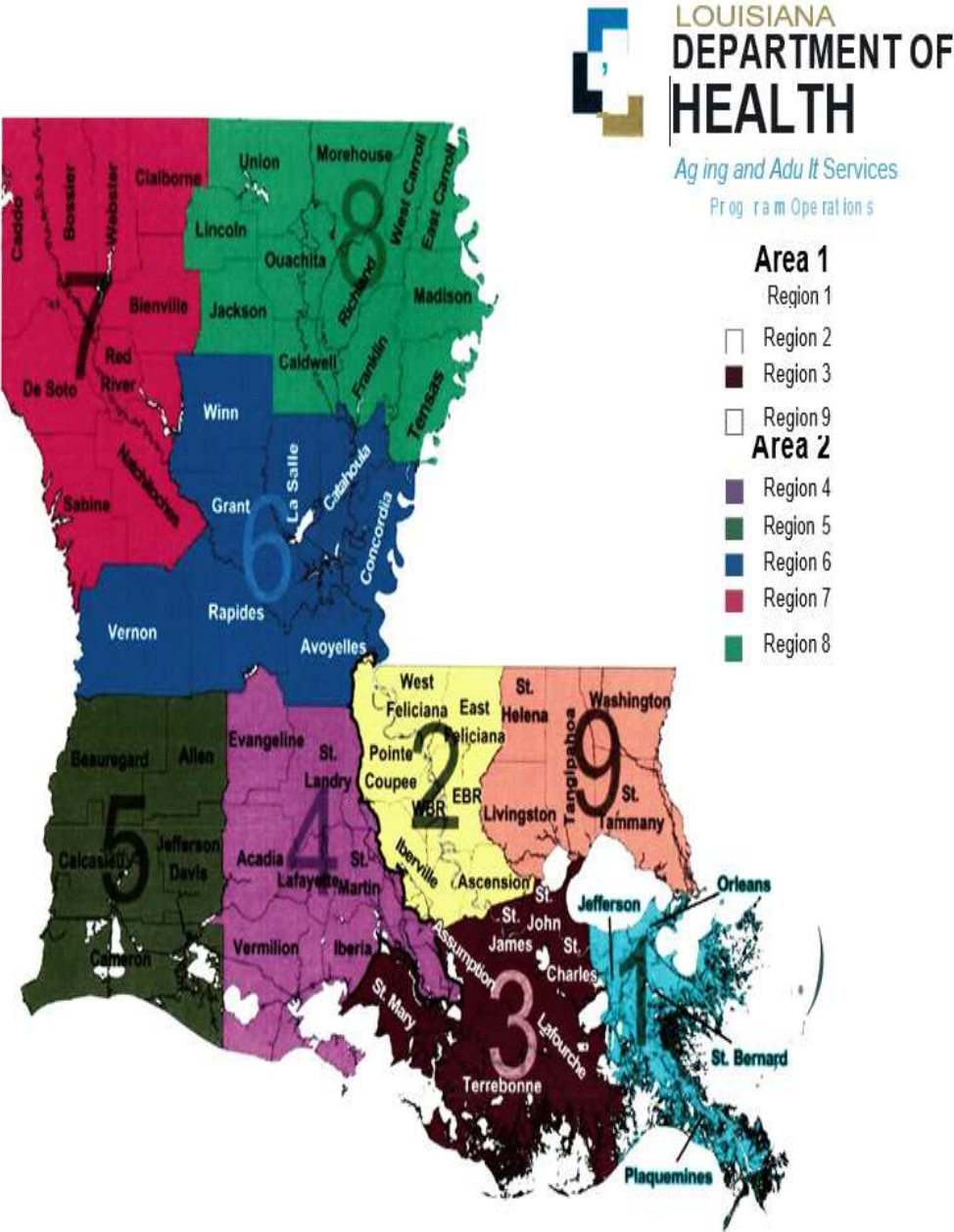
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion 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.

ATTACHMENT V: REGIONAL MAP



Issued 7.27.16