

# State of Louisiana

*LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS*

## Request For Proposals

*APPRAISAL REPORTS FOR ACCOUNTING PURPOSES*

**OFFICE OF THE SECRETARY OFFICE OF  
MANAGEMENT AND FINANCE DIVISION  
OF FISCAL MANAGEMENT**

**RFP # 305PUR-DHHRFP-APPRSERV-OS/OMF**

**Proposal Due Date/Time: 2:00pm CST -Tuesday  
November 5, 2013**

**Release Date: Thursday  
September 26, 2013**

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# Glossary

AHA: American Healthcare Association

DHH: Department of Health and Hospitals

Must: Denotes a mandatory requirement

OMF: Office of Management and Finance

Original: Denotes must be signed in ink

OS: Office of the Secretary

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

Shall: Denotes a mandatory requirement

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

Will: Denotes a mandatory requirement

## **I. GENERAL INFORMATION**

### **A. Background**

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

### **B. Purpose of RFP**

1. The purpose of this RFP is to solicit proposals from qualified proposers to provide DHH with an updated fixed asset accounting ledger to be utilized for the completion of the federal Department of Health and Human Services Medicare cost reports.
2. A contract is necessary to investigate the existence and the performance of a physical inventory, reconciliation, appraisal, and preparation of the related reports reflecting the historical cost and accumulated depreciation of certain fixed assets for financial reporting purposes.

### **C. Invitation to Propose**

1. DHH Office of the Secretary/Office of Management and Finance is inviting qualified proposers to submit proposals for services to provide a review of and update the fixed asset accounting and appraisal reports per fiscal year based on information provided by DHH. Procedures will include the recording of the fixed asset additions and disposals, assignment of the appropriate useful lives, and the calculation of depreciation expense and accumulated depreciation per fiscal year consistent with Straight Line accounting procedures and the methodology employed by the DHH in accordance with the specifications and conditions set forth herein.

#### **D. RFP Coordinator**

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

**Mary Fuentes**

Contract/Grants Reviewer Manager  
Office of the Secretary/Office of Management and Finance  
Department of Health and Hospitals  
628 North 4<sup>th</sup> Street Bin #28, Baton Rouge, LA 70802  
Telephone Number: 225-342-5266  
Facsimile Number: 225-3429046  
Email: [Mary.Fuentes@la.gov](mailto:Mary.Fuentes@la.gov)

2. This RFP is available in pdf at the following web links:  
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>  
Also posted at:  
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
3. All communications relating to this RFP *must* be directed to the DHH RFP Coordinator, named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

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

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:  
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>  
May also be posted at:  
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

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

Not required for this RFP

## G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

| Schedule of Events                        | Tentative Schedule                               |
|---|--|
| Public Notice of RFP                      | <b>Thursday<br/>September 26, 2013</b>           |
| Deadline for Receipt of Written Questions | <b>2:00pm CST - Friday<br/>October 4, 2013</b>   |
| Response to Written Questions             | <b>Monday<br/>October 7, 2013</b>                |
| Deadline for Receipt of Written Proposals | <b>2:00pm CST - Tuesday<br/>November 5, 2013</b> |
| Proposal Evaluations Begin                | <b>Wednesday<br/>November 6, 2013</b>            |
| Contract Award Announced                  | <b>Friday<br/>November 8, 2013</b>               |
| Contract Negotiations Begin               | <b>Tuesday<br/>November 12, 2013</b>             |
| Contract Begins                           | <b>Friday<br/>November 15, 2013</b>              |

## H. RFP Addenda

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

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

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

## I. Evaluation Team

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

## J. Minimum Qualifications of Proposer

The Proposer shall have at least 5 years of similar appraisal experience and at least 2 years with a state or government agency prior to date of proposal submission. The Proposer shall possess and provide proof of a current Louisiana Real Estate or General Appraiser License or Certification.

- Evidence of this experience and license or certification should be provided in the proposal.

## II. SCOPE OF WORK

### A. Project Overview

The contractor will complete reports on property valued at \$5,000 and greater for each facility listed in Attachment VI for each fiscal year or as specified by DHH. The contractor will be expected to make calls and send emails requesting follow-up information, and to compile Excel spreadsheets completed by DHH and the facilities to create reports. The contractor will be given the previous year's report and a list of emails and phone numbers for each property to be appraised. This contract will be on a fee for service basis.

### B. Deliverables

#### 1. General Requirements

The Contractor shall provide in-depth information in a practical format, by providing objective, useful appraisal information for strategic and long-range business decisions. The Contractor shall identify six key parts of the appraisal at the beginning of each assignment:

- State intended use
- Intended use of the appraisal and appraisal report
- Definition of value (e.g., market, foreclosure, investment)
- Any hypothetical conditions or extraordinary assumptions
- The effective date of the appraisal analysis
- The salient features of the subject property
- Deliverables shall be completed in 2 phases.

#### **PHASE I**

The contractor shall:

- Complete the Summary Appraisal Reports and one Consolidated Summary appraisal Report on properties valued at \$5,000 and greater for each facility owned (land improvements, buildings, fixed equipment and movable equipment) by DHH as specified in the contract to include the Mental Health Centers and Clinics, Supports and Service Centers, and Mental Health Hospitals and Rehabilitation Centers. The most current version is listed in Attachment VI, (subject to change). Phase I shall be considered complete when the contractor has received a list of facilities with their phone numbers and email addresses from DHH and has entered into the contractor's database the information to report and can prove this by sending a rough draft of the final reports to DHH and the Program Manager.
- Provide close up reports on facilities that have merged with another facility or have closed

***Phase I shall be completed by December 1, 2013***

## **PHASE II**

The contractor shall:

- Update appraisal reports by the end of each fiscal year in accordance with the procedures set forth by DHH.
  - The first year of this contract, the due date shall be December 2013, and for additional years, if contract is renewed, update shall be due at end of fiscal year
- Update records of plant changes, test checking by personal inspection as required to:
  - Allocate group costs to individual asset units
  - Properly classify costs as to accounts and departments
  - Verify or correct recorded treatment of additions, alterations, retirements, and transfers
- Review and establish remaining life data on plant assets as follows:
  - Consult with management and informed personnel, as directed by DHH, regarding actual or contemplated changes in operations, which might affect the useful life of existing assets
  - Establish useful lives of the assets acquired during the year using AHA guidelines and based upon experience and informed judgment
  - Make recommendations as to reasonable depreciation provision under the prevailing conditions that may have a material effect on the interpretations of the property and depreciation data; and furnish recommendations on improving or simplifying the property records.

***Phase II shall be completed by December 15, 2013***

### **2. Staffing Requirements/Qualifications:**

- The Contractor shall have at least 5 years of similar appraisal experience and at least 2 years with a state or government agency prior to date of proposal submission.
- The Contractor shall possess and provide proof of a current Louisiana Real Estate or General Appraiser License or Certification.

### **3. Record and Reporting requirements:**

Reports on completion shall be emailed to the Program Manager and a copy of the report (CD or flash drive) shall be mailed by U.S. mail or Courier to DHH Program Manager.

- Reports on completion shall be the property of DHH
- Contractor shall agree 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.

- Contractor shall submit draft reports after all correspondence has been sent from the facilities to contractor (usually within a month of fiscal year end) to DHH program manager as directed for review. Upon approval of draft report, the contractor shall submit final report. Both the draft and final reports must be in pdf format, and the master file of Fixed Assets in Excel format.
- Contractor shall provide separate individual tag sequential run reports for each of the Mental Health Centers and Clinics, Supports and Service Centers, and Mental Health Hospitals and Rehabilitation Centers directed by DHH. The reports shall be comprised of a listing of all assets of each institution arranged in numerical order of tags assigned to these assets.
- Contractor shall submit all reports no later than 15 calendar days after the due date for reports.

#### **4. Performance Measures:**

Each facility with changes shall be submitted to the contractor via email to include receipt of changes by the Property Manager of the Facility or DHH Program Manager. The contractor shall enter all information needed to complete the final report. A rough draft shall be submitted to DHH. The Program Manager shall review the report and shall advise the Contractor to move forward to Phase II.

#### **C. Liquidated Damages**

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
  - a. Late submission of any required report - \$50 per working day, per report.
  - b. Failure to fill vacant contractually required key staff positions within 90 calendar days - \$50 per working day from 91st day of vacancy until filled with an employee approved by the Department.
  - c. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.

2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - a. The duration of the violation;
  - b. Whether the violation (or one that is substantially similar) has previously occurred;
  - c. The Contractor's history of compliance;
  - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
  - e. The "good faith" exercised by the Contractor in attempting to stay in compliance,

#### **D. Fraud and Abuse**

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

#### **E. Technical Requirements**

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

- The contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- The contractor should adhere to federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- Unless explicitly stated to the contrary, the contractor shall be responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor shall also be responsible for expenses required for DHH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses shall be inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

- Any contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All contractor utilized computers and devices must:
  - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
  - Have installed all security patches which are relevant to the applicable operating system and any other system software.

## **F. Subcontracting**

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

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.
2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

## **G. Insurance Requirements**

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

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

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

## **2. Compensation Insurance**

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

## **3. Commercial General Liability Insurance**

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

## **4. Insurance Covering Special Hazards**

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

## **5. Licensed and Non-Licensed Motor Vehicles**

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

## **6. Subcontractor's Insurance**

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

## **H. Resources Available to Contractor**

The Office of the Secretary/Office of Management and Finance, Division of Fiscal Management will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

- DHH shall make available to the contractor the following information within 20 but no more than 30 calendar days after fiscal year end:
  - Capital additions with a cost of \$5,000 or more shall to be written up on forms that contractor specifies using the current report dated the previous year. The \$5,000 cut-off shall be used on all hospitals and centers.
  - Transfers and retirements shall be written up on the contractor's specified forms.
  - For special projects, DHH shall provide copies of all costs involved along with the contractor's certificate of payment including any change orders specifications and blueprints. These documents shall be available at the facility.

## **I. Contract Monitor**

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

**Thomas Schulze  
Department of Health and Hospitals  
Office Of The Secretary  
Division Of Fiscal Management  
628 N 4<sup>th</sup> Street, 5th Floor  
Baton Rouge, LA 70802**

## **J. Term of Contract**

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be for a period of 12 months. DHH reserves the right to renew or extend the contract for up to a maximum of 36 month the continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

## **K. Payment Terms**

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 is subject to approval of DHH Fiscal Management.

## **III. PROPOSALS**

### **A. General Information**

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

### **B. Contact After Solicitation Deadline**

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

### **C. Code of Ethics**

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

### **D. Rejection and Cancellation**

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

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

### **E. Award Without Discussion**

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

## **F. Assignments**

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

## **G. Proposal Cost**

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

## **H. Errors and Omissions**

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

## **I. Ownership of Proposal**

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

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

Relevant material related to this RFP will be posted at the following web address:  
<http://www.dhh.louisiana.gov/index.cfm/newsroom/detail/1775>

## **K. Proposal Submission**

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

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

If courier mail or hand delivered:

Mary Fuentes

Department of Health and Hospitals

Division of Contracts and Procurement Support

628 N 4<sup>th</sup> Street, 5th Floor

Baton Rouge, LA 70802

**If delivered via US Mail:**

Mary Fuentes

Department of Health and Hospitals

Division of Contracts and Procurement Support

P.O. Box 1526

Baton Rouge, LA 70821-1526

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

1. Pursuant to the Louisiana Public Records Act (La. R.S. 44:1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification.

**M. Proposal Format**

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

**N. Requested Proposal Outline:**

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



## **O. Proposal Content**

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.

### **4. Introduction/Administrative Data**

- a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH Office of the Secretary/Office of Management and Finance, Division of Fiscal Management as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c. This section should also include the following information:
  - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
  - ii. Name and address of principal officer;
  - iii. Name and address for purpose of issuing checks and/or drafts;
  - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
  - v. If out-of-state proposer, give name and address of local representative; if none, so state;

- vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
  - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
  - viii. Proposer's state and federal tax identification numbers.
  - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)
- d. The following information must be included in the proposal:
- i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

## **5. Plan/Project Execution**

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

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Provide evidence that the Proposer has the expertise to complete a year cycle of depreciation with additions, changes, and deletions to be reported and consolidated.
- e. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- f. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.

- g. Describe approach and strategy for project oversight and management.
- h. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- i. Demonstrate an understanding of and ability to implement data collection as needed.
- j. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- k. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- l. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- m. Identify all assumptions or constraints on tasks.
- n. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- o. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- p. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

## **6. Relevant Corporate Experience**

- a. The proposal should indicate the proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months prior to proposal submission date, implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 24 months. References should include the name, email address and telephone number of each contact person.

- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

## **7. Personnel Qualifications**

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
  - Experience with proposer,
  - Previous experience in projects of similar scope and size.
  - Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

## **8. Additional Information**

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

**9. Corporate Financial Condition**

- a. The organization’s financial solvency will be evaluated. The proposer’s ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

**10. Cost and Pricing Analysis**

- a. Proposer shall specify costs for performance of Phase 1 and Phase II of the contract. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined.
- b. Proposers shall submit the breakdown in the same format as the attached sample cost template form (See Attachment V) for each Fiscal Year of the contract.

**P. Evaluation Criteria**

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.
- 2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
- 3. Scoring will be based on a possible total of 100 points. The proposal with the highest total score will be recommended for award.

**4. Cost Evaluation:**

- a. The proposer with the lowest total cost for Phase I and Phase II for all 3 years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:  
 $CPS = (LPC/PC) * 25$   
 CPS = Cost Proposal Score  
 LPC = Lowest Proposal Cost of all proposers  
 PC = Individual Proposal Cost
- b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

**5. Evaluation Criteria and Assigned Weights:**

| <b>Evaluation Criteria</b>        | <b>Assigned Weight</b> |
|-----------------------------------|------------------------|
| Introduction/Understanding of RFP | 5                      |
| Work Plan/Project Execution       | 20                     |
| Corporate Experience              | 15                     |
| Qualification of Personnel        | 20                     |
| Financial Statements              | 5                      |
| Cost                              | 25                     |
| Veteran and Hudson Initiatives    | 10                     |
| <b>Total</b>                      | <b>100</b>             |

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

Not required for this RFP

**R. Announcement of Award**

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

**IV. CONTRACTUAL INFORMATION**

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor’s proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).
- C. Retainage - the Department shall secure a retainage of 50% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, DHH shall release all retained amounts to the contractor.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
  - 1. Personnel Assignments: The Contractor’s key personnel assigned to this contract shall not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
  - 2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
  - 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
  - 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department’s RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.
  - 5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
  - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
  - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
  - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

**Attachments:**

- I. Veteran and Hudson Initiatives
- II. Certification Statement
- III. DHH Standard Contract Form (CF-1)
- IV. HIPAA BAA
- V. Cost Worksheet Template
- VI. List of Current Facilities

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

***Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.***

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaforward.com/index 2.asp>.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

**Proposer Status and Reserved Points**

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504> and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=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.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index 2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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> may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.



## CERTIFICATION STATEMENT

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

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

|                                  |  |
|----------------------------------|--|
| <b>Date</b>                      |  |
| <b>Official Contact Name</b>     |  |
| <b>Email Address</b>             |  |
| <b>Fax Number with Area Code</b> |  |
| <b>Telephone Number</b>          |  |
| <b>Street Address</b>            |  |
| <b>City, State, and Zip</b>      |  |

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 at least 90 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 14 day's 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>).

**Authorized Signature:**

*Original Signature Only: Electronic or Photocopy Signature are NOT Allowed*

**Print Name:**

**Title:**

DHH - CF - 1  
Revised: 2011-06

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

**CFMS:  
DHH:  
Agency #**

**AND**

**FOR**

Personal Services   Professional Services   Consulting Services   Social Services

- 1) **Contractor (Legal Name if Corporation)**
- 2) **Street Address**  
  
**City    State    Zip Code**
- 3) **Telephone Number**
- 4) **Mailing Address (if different)**  
  
**City    State    Zip Code**
- 5) **Federal Employer Tax ID# or Social Security #  
(Must be 11 Digits)**
- 6) **Parish(es) Served**
- 7) **License or Certification #**
- 8) **Contractor Status**  

|                  |     |    |
|------------------|-----|----|
| Subrecipient:    | Yes | No |
| Corporation:     | Yes | No |
| For Profit:      | Yes | No |
| Publicly Traded: | Yes | No |
- 8a) **CFDA#(Federal Grant #)**
- 9) **Brief Description Of Services To Be Provided:**
- 10) **Effective Date**
- 11) **Termination Date**
- 12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.
- 13) **Maximum Contract Amount**
- 14) **Terms of Payment**  
If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:  
  
Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.  
  

|                               |                   |                     |
|-------------------------------|-------------------|---------------------|
| <b>PAYMENT WILL BE MADE</b>   | <b>First Name</b> | <b>Last Name</b>    |
| <b>ONLY UPON APPROVAL OF:</b> |                   |                     |
|                               | <b>Title</b>      | <b>Phone Number</b> |
- 15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning 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. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..
16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

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

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

|                  |             |                  |             |
|------------------|-------------|------------------|-------------|
| <b>SIGNATURE</b> | <b>DATE</b> | <b>SIGNATURE</b> | <b>DATE</b> |
|------------------|-------------|------------------|-------------|

|             |             |
|-------------|-------------|
| <b>NAME</b> | <b>NAME</b> |
|-------------|-------------|

|              |              |
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| <b>TITLE</b> | <b>TITLE</b> |
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|--------------|--------------|

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 and Hospitals (“DHH”) 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 DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. **Definitions:** As used in this addendum –
  - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
  - B. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
  - C. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
  - D. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
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 DHH, 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 DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH’s obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH’s compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH 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 DHH 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 DHH and contractor.
16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

## COST WORKSHEET TEMPLATE

Proposers must complete a cost proposal in the format shown on the Cost Worksheet to be considered for award. If it is not completed, the Proposer will be disqualified from consideration.

**Instructions:**

Proposers shall provide one flat rate for each Phase of each Fiscal Year in the table. This rate should be fully burdened with all costs for the provision of services including travel and expenses.

|              | <b>Phase I</b> | <b>Phase II</b> | <b>TOTAL</b> |
|--------------|----------------|-----------------|--------------|
| <b>FY14</b>  |                |                 |              |
| <b>FY15</b>  |                |                 |              |
| <b>FY16</b>  |                |                 |              |
| <b>TOTAL</b> |                |                 |              |

## Current Facilities

This is the most current list available (*updated 2/1/2013*) to be used as reference only.  
These locations are subject to change based on outcomes from Phase I.

|                                      | <b>Facility</b>   | <b>Status</b>          |
|--------------------------------------|---|------------------------|
| <b>Supports and Services Centers</b> |   |                        |
|                                      | Leesville Residential and Employment Services           | Closed – Report Needed |
|                                      | North Lake Supports and Services Center                 | Closed – Report Needed |
|                                      | Northwest Supports and Services Center                  | Closed – Report Needed |
|                                      | Pinecrest Supports and Services Center                  | Open                   |
| <b>Mental Health Hospitals</b>       |   |                        |
|                                      | Greenwell Springs Hospital                              | Open                   |
|                                      | Central Louisiana State Hospital                        | Open                   |
|                                      | East Louisiana State Hospital                           | Open                   |
|                                      | Southeast Louisiana State Hospital                      | Closed – Report Needed |
| <b>Mental Health Clinics</b>         |   |                        |
|                                      | Allen Mental Health Clinic                              | Open                   |
|                                      | Avoyelles Mental Health Clinic                          | Open                   |
|                                      | Bastrop Behavioral Health Clinic                        | Open                   |
|                                      | Baton Rouge Mental Health Clinic                        | Open                   |
|                                      | Beauregard Mental Health Center                         | Open                   |
|                                      | Bogalusa Mental Health Clinic                           | Open                   |
|                                      | Central City Mental Health Center                       | Open                   |
|                                      | Charters-Ponchartrain Mental Health Clinic              | Open                   |
|                                      | Columbia Behavioral Health Clinic                       | Open                   |
|                                      | Crowley Mental Health Center                            | Open                   |
|                                      | Desire Mental Health Clinic/Florida Counseling Center   | Open                   |
|                                      | East Jefferson Mental Health Center                     | Open                   |
|                                      | Gonzales Mental Health Clinic                           | Open                   |
|                                      | Jefferson Health Care Authority Administration          | Open                   |
|                                      | Jonesboro Behavioral Health Clinic                      | Open                   |
|                                      | Lafourche Mental Health Center                          | Open                   |
|                                      | Lake Charles Mental Health Center                       | Open                   |
|                                      | Leesville Mental Health Clinic                          | Open                   |
|                                      | Lurline Smith Mental Health Center                      | Open                   |
|                                      | Mansfield Mental Health Clinic                          | Open                   |
|                                      | Many Mental Health Clinic                               | Open                   |
|                                      | Margaret Dumas Mental Health Clinic                     | Open                   |
|                                      | Mental Health Center of Central La                      | Open                   |
|                                      | Minden Mental Health Clinic                             | Open                   |
|                                      | Monroe Behavioral Health Center                         | Open                   |
|                                      | Natchitoches Mental Health Clinic                       | Open                   |
|                                      | New Iberia Mental Health Center                         | Open                   |
|                                      | New Orleans Mental Health Clinic                        | Open                   |
|                                      | Opelousas Mental Health Clinic                          | Open                   |
|                                      | Red River Mental Health Clinic                          | Open                   |
|                                      | Richland Mental Health Clinic                           | Closed – Report Needed |
|                                      | River Parishes Mental Health Clinic                     | Open                   |
|                                      | Rosenblum Mental Health Clinic                          | Open                   |
|                                      | Ruston Behavioral Health Clinic                         | Open                   |
|                                      | Shreveport Mental Health Center                         | Open                   |
|                                      | Slidell Mental Health Center and Substance Abuse Clinic | Open                   |
|                                      | St. Bernard Mental Health Clinic                        | Open                   |
|                                      | St. Mary Treatment Center                               | Open                   |
|                                      | Tallulah Behavioral Health Clinic                       | Open                   |
|                                      | Terrebonne Mental Health Clinic                         | Open                   |
|                                      | Tyler Mental Health Center                              | Open                   |
|                                      | Ville Platte Mental Health Center                       | Open                   |
|                                      | W.O. Moss Acute Care Unit                               | Open                   |
|                                      | West Jefferson Mental Health Center                     | Open                   |
|                                      | Winnsboro Behavioral Health Clinic                      | Open                   |