

REQUEST FOR PROPOSALS

**Forensic Supervised Transitional Residential and Aftercare Program:
New Orleans**

**STATE OF LOUISIANA
OFFICE OF BEHAVIORAL HEALTH/MENTAL HEALTH
EASTERN LOUISIANA MENTAL HEALTH SYSTEM
DEPARTMENT OF HEALTH AND HOSPITALS**

RFP # 305PUR-DHHRFP-FSTRAP-OBH
Proposal Due Date/Time: November 14, 2011
4:00 P.M. CDT

Release Date:
October 12, 2011

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GLOSSARY

CFS: Community Forensic Services

CLSH: Central Louisiana State Hospital

Contractor: Entity entering into a contract with OBH to provide services outlined in this RFP
DHH: Department of Health and Hospitals

DSM-IV-TR: Diagnostic and Statistical Manual of Mental Disorders – Volume IV (text revision) published by the American Psychiatric Association

ELMHS: Eastern Louisiana Mental Health System

Emergency Discharge: Any discharge resulting from an individual's failure to comply with the requirements of the FSTRAP.

FAC: Forensic Aftercare Clinic

FSTRAP: Forensic Supervised Transitional Residential and Aftercare Program

IST/ISP: Incompetent to Stand Trial/Proceed

LOCUS: Level of Care Utilization System: clinical tool that evaluates and determines level of care placements for psychiatric services

Must: Denotes a mandatory requirement - failure to include is grounds for disqualification of the entire proposal

NGBRI: Not Guilty by Reason of Insanity

Original: Must be signed in ink

Planned Discharge: Any discharge to a less restrictive setting resulting from the client meeting individual service plan goals, or any discharge to a more restrictive setting resulting from a determination that the client is not benefitting from the current placement

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

Shall, Will: Denote a mandatory requirement – failure to include is grounds for disqualification of the entire proposal

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

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals 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 to others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of the Bureau of Health Services Financing (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The mission of the Office of Behavioral Health is to advance a Resiliency, Recovery and Consumer focused system of person centered care utilizing best practices and evidence based practices that are effective and efficient as supported by data from measuring outcomes, quality and accountability.
5. Eastern Louisiana Mental Health System (ELMHS) is a twenty-four (24) hour health care facility with multi-treatment and administrative areas, over 500 licensed beds, and located in 3 geographic areas, in addition to several outreach programs located throughout the state of Louisiana. ELMHS is responsible for the care, custody and treatment of the State's Forensic Population.

B. Purpose of RFP

Louisiana State Department of Health and Hospitals (DHH) is issuing this Request For Proposals for the purpose of selecting a qualified contractor in the New Orleans area to provide a forensic supervised transitional residential and aftercare program (FSTRAP) with individualized services to develop daily living skills and to prepare for vocational adjustment and reentry into the community of court-ordered, conditionally released, and/or other selected, Forensic clients of ELMHS.

C. Invitation to Propose

1. The Louisiana Department of Health and Hospitals (DHH) is inviting qualified entities to submit proposals for services to provide a forensic supervised transitional residential and aftercare program with 24 hour, 7 day a week supervision located in New Orleans, Louisiana. Services shall be individualized and comprehensive with interventions to develop daily living skills including, but not limited to, social skills, adult education, medication and symptom management, legal rights education, money management, and pre-vocational skills, vocational adjustment and other skills identified in the individualized person-centered service plan to prepare for re-establishment into the community of court ordered, conditionally released, and/or other selected, Forensic clients of Feliciana Forensic Facility, including individuals with Louisiana Code of Criminal Procedure Article 648 (B) (hereinafter "648B") status or Lockhart vs Armistead (hereinafter "Lockhart") status or those diverted from jail.

D. RFP Coordinator

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

Sue Austin, Ph.D.
Office of Behavioral Health
Department of Health and Hospitals
628 N. 4th Street
Baton Rouge, LA 70802
Phone 225-342-1044
Fax 225-342-5066
sue.austin@la.gov

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

E. Proposer Inquiries

1. The Department shall consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to

the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/osp/lapac/bidlist.asp?department=4>

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	
Public Notice of RFP	October 12, 2011
Deadline for Receipt of Written Questions	October 19, 2011
Response to Written Questions	October 26, 2011
Deadline for Receipt of Written Proposals	November 14, 2011 4:00 p.m. CDT
Proposal Evaluation Begins	November 16, 2011
Contract Award Announced	November 17, 2011
Contract Negotiations Begin	November 18, 2011
Contract Begins	December 1, 2011

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 addresses:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

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

II. Scope of Work

A. Project Overview

1. The purpose of the awarded contract will be to provide secure supervised living arrangements in New Orleans, Louisiana for 22 residents with forensic involvement and to meet the individual resident's needs by providing, at a minimum, assistance in development of daily living skills, adult education, self-management of behavioral health conditions and pre-vocational adjustment in preparation for step-down to a less secure setting one year after admission and independent living eighteen months after admission. The resident's care shall be guided by an individualized, person-centered service plan developed in collaboration with staff from the Contractor and the Community Forensic Services/ Forensic Aftercare Clinic (CFS/FAC), which is a part of the conditions of court-ordered discharges or diversion from a hospital or jail setting. The ultimate goal for the resident shall be to successfully complete the conditions of conditional release and become independent for transition to the community of the resident's choice, as appropriate.
2. The goal of the program is to provide continuous supervised living arrangements and skill acquisition that will allow residents to successfully complete the conditions of conditional release and become independent for transition to the community of the resident's choice, as appropriate.
3. Residents diagnosed with behavioral health issues (i.e., mental and addictive disorders) and who have been ordered to the secure forensic hospital located on the campus of Eastern Louisiana Mental Health System by the courts for treatment often are limited as to options for placement following discharge. Many of these clients remain at the hospital level of care for extended periods of time after reaching maximum benefit, therefore occupying a needed bed. A supervised transitional residential and aftercare program with an array of services, including but not limited to group counseling services, family reunification, basic life skill building, social skills, medication and symptom management, legal rights, adult education and vocational skills is needed to provide options for these residents to prepare them for transition to a less restrictive environment. Although many of these residents may be very functional when their behavioral health needs are being managed, the courts are most often reluctant to grant a full release prior to the resident being observed in such a setting.
4. The purpose of this contract is to provide direct care, transportation, medication education and other clinical services as described below, to manage the safety and care of the residents, as well as to provide them with the skills necessary to function adequately in a less restrictive environment as determined by their

individualized person-centered service plan. A person-centered service plan for the resident is required and shall include efforts to re-establish the resident in the community, taking into account the resident's preference and needs, while meeting court ordered criteria through work and other appropriate activities. The person-centered service plan shall be developed by the treatment team consisting of representatives from each discipline (i.e., psychiatrist, nurse, etc.). While the contractor will be responsible for providing staffing to meet nursing, skills building, security, food service, direct care, and transportation services, CFS/FAC will provide psychiatric care.

5. These OBH forensic clients must meet the following criteria to be eligible for consideration into the program:
 - a. Applicants must qualify as a member of the target population by meeting the definition of forensic clients who are diagnosed with behavioral health conditions of a serious and persistent mental illness, who have been court ordered to forensic inpatient care, and who are recommended by ELMHS for transition to a forensic supervised transitional residential and aftercare program. Request for transfer to the FSTRAP will be made by ELMHS to the court of origin and will occur upon an order from that court.
 - b. The applicant must be legally adjudicated Not Guilty By Reason Of Insanity (NGBRI) and be on a conditional release status with monthly monitoring provided by Community Forensic Services (CFS); or Incompetent to Proceed with court ordered monthly monitoring by CFS or judicially civilly committed under provisions of 648B with court ordered monthly monitoring by CFS; others may be considered at the discretion of OBH.
 - c. The applicant with forensic involvement must have the potential to adjust to a structured group living environment or independent living environment and an approved day program.
 - d. The applicant with forensic involvement must be able to accept responsibility for his or her medication with supervision.
 - e. The applicant with forensic involvement must agree to a person-centered service plan with resident specific goals operationally defined to measure achievement toward the goals prepared collaboratively with Community Forensic Services, Forensic Aftercare Clinic and any other person(s) requested by the forensic resident or the District Forensic Coordinator.
 - f. The applicant must be willing to participate in addictions treatment when warranted.
 - g. The applicant must have completed an assessment by the OBH staff and

been determined appropriate for the residential program.

6. Referral/Admission Process

A referral packet initiated by ELMHS or the District Forensic Coordinator responsible for the particular site in which the person is currently residing must be reviewed by the receiving DHH ELMHS District Forensic Coordinator to determine eligibility for the FSTRAP. The client will be referred from the courts (through court approved inpatient discharge orders) or diverted directly from court (without the need for inpatient treatment) through DHH ELMHS Community Forensic Services.

The admissions / referral packet will be developed by ELMHS to facilitate placement in the STRAP. The packet will contain:

- A psychiatric or psychological evaluation completed by a licensed physician, psychiatrist or psychologist. Evidence of the assignment of a DSM-IV-TR primary diagnosis within the past year must be included. **Some applicants who have a Not Guilty by Reason of Insanity (NGBRI) status may have only an Axis II diagnosis of Antisocial Personality Disorder.**
- A psychosocial evaluation which includes disability information from the past six months to document duration and disability including any documentation needed to obtain disability benefits (i.e., birth certificate, social security card).

Once an applicant has been accepted into the FSTRAP, an admissions packet will be forwarded to the program contractor and will contain, in addition to the psychiatric and psychosocial evaluations, the following:

- A full discharge assessment including an interim service plan, progress update, and current psychiatric evaluation.
- Medication management plan.
- In the case of NGBRIs, an order of conditional release or commitment.
- In the case of a person found incompetent to proceed, an order of commitment.

7. Geographic Area Served:

This residential service is available to individuals with forensic involvement who reside in the State of Louisiana, and who are referred to the program by ELMHS Community Forensic Services (CFS).

8. Duration of Residential Treatment

Residents will be expected to step-down to a less secure setting one year after admission and to independent living eighteen months after admission. Decisions regarding step-down shall be made by the treatment team in collaboration with ELMHS Community Forensic Services staff.

B. Deliverables/Program Objectives

1. The contractor shall provide secure supervised transitional living arrangements which will allocate up to 22 beds in New Orleans, Louisiana, providing a recovery and rehabilitation model of therapy with the goal of transitioning these residents with forensic involvement to a less restrictive environment. Location of the housing must be conducive to healthy living and support all requirements within the contract. These living arrangements must provide separate rooms, at a minimum, for the following activities: living area, dining, cooking, adequate space for recreation, and a designated private meeting room for client use.
2. Contractor must conduct background checks on all new employees and again at two year intervals for all employees to ensure that employees have not been convicted of a felony or abuse related misdemeanor. All employees will be drug screened prior to employment and thereafter pursuant to DHH/OBH policy available at <http://dhhinet01/intranet/dhhppm/policies/8134-98.pdf>.
3. Staffing shall be in compliance with applicable licensing regulations and must at a minimum consist of:
 - i. A full time program director with twenty-four (24)-hour availability to program staff.
 - ii. Nursing services sufficient to meet the routine medical needs of the clients.
 - iii. Direct care staff with a ratio of one (1) to fifteen (15) at all times which will include one supervisor of direct care staff per shift to five direct care staff.
 - iv. Appropriate staff to provide all therapies required by clients' individualized treatment plans (i.e., nutrition, medical education, adult education, vocational training, basic life skills, social skills, conflict resolution skills, group therapy, etc.).
 - v. Adequate staff who meet the licensing requirements to supervise self-administration of medication.
4. Within fourteen (14) days of admission, utilizing discharge assessment provided by ELMHS, Contractor shall develop the person-centered individualized service plan which will be endorsed and signed by the Forensic resident, Program Contractor, treatment team members, District Forensic Coordinator, and any

family member participating in the plan development.

5. Staff members who meet legal requirements to administer medication must be supervised by a Registered Nurse (RN) on staff of Contractor. Staff who administer medication must participate in education and training for medication management, administration and supervision.
6. Contractor shall offer vocational services and adult education based on assessed individual needs. Contractor shall offer, at a minimum, community orientation, personal hygiene support, money management skills, medication management skills, re-socialization skills, nutritional assessments and services as needed, and conflict resolution skills.
7. Contractor shall pursue obtaining social security and other benefits and entitlements that will enhance the likelihood of client's successful reentry into the community. Efforts to obtain benefits shall be documented in the client's file and available for OBH review upon request.
8. Contractor shall report to Contract Monitor on all of the requirements of the program as specified in the Contract Monitoring section of the contract.
9. Contractor and designated OBH staff, to include the District Forensic Coordinator, as applicable, and treating FAC psychiatrist at a minimum, shall engage in a collaborative team approach to prepare the individualized, person-centered service plan, monitor the progress being made to achieve the service plan goals by the resident, and assist the resident in securing resources necessary to reach goals outlined in the individualized, person-centered service plan.
10. Contractor shall notify the District Forensic Coordinator from the resident's region of origin of impending release, in order to assist in discharge planning prior to the resident's release.
11. Planned Discharge shall be defined as any discharge occurring under any of the following conditions:
 - i. Incompetent to Proceed: A resident with forensic involvement discharged from the FSTRAP into a safe and less restrictive environment according to time frames established in individualized person-centered service plans and by agreement of the resident, Forensic Aftercare provider, and Community Forensic Services.
 - ii. NGBRI Status: A resident with forensic involvement discharged from the program into a safe and less restrictive environment according to time

frames established in individualized person-centered service plans and by agreement of the resident, Forensic Aftercare provider, Probation Officer, and Community Forensic Services.

- iii. 648B Judicially Civilly Committed: A resident with forensic involvement discharged from the program into a safe and less restrictive environment according to time frames established in individualized person-centered service plans and by agreement of the resident, Forensic Aftercare provider, Probation Officer, and Community Forensic Services.

OR

- i. Person Found Incompetent to Proceed: An OBH forensic resident discharged into a more secure level of care environment as determined by the Level of Care Utilization System (LOCUS) or any other instrument approved by OBH when demonstrating lack of success in meeting the goals outlined in the individualized, person-centered service plan in a timely manner after discussion among the resident, Provider, and Community Forensic Services.
 - ii. NGBRI Status: A resident with forensic involvement discharged into a more appropriate level of care environment as determined by the Level of Care Utilization System (LOCUS) or any other level of care instrument by OBH when demonstrating lack of success in meeting the goals outlined in the individualized, person-centered Service Plan after discussion among the resident, Provider, Probation Officer, and Community Forensic Services.
 - iii. 648B Judicially Civilly Committed: A resident with forensic involvement discharged into a more appropriate level of care environment as determined by the Level of Care Utilization System (LOCUS) or any other level of care instrument by OBH when demonstrating lack of success in meeting the goals outlined in the individualized, person-centered Service Plan after discussion among the resident, Provider, and Community Forensic Services.
- a. Emergency Discharge

The Contractor shall immediately report to the Community Forensic Services, Probation Officer, state level forensic coordinator, and provider(s) of behavioral health services any program violations (i.e. illegal drugs, suspected or confirmed weapon possession or access, gross deterioration of behavior, or non-compliance with medication). The Contractor, in

collaboration with Probation Officer and Community Forensic Services staff, as appropriate, will be responsible for the relocation of the resident to an appropriate DHH ELMHS secure placement.

12. Contractor or DHH-approved designee must attend all meetings as scheduled.
13. Contractor shall obtain the Forensic Supervised Transitional Residential and Aftercare Facilities license with the State of Louisiana prior to submission of contract by OBH to the Division of Administration for approval.
14. Contractor must maintain a 22 bed residence with all rooms on one floor that is self-contained, segregated from any residents of the larger facility at all times, and has its own staff.
15. Contractor must ensure the security of the program by providing doors that can be locked, adequate video cameras to monitor all movement of residents, adequate staff to maintain effective observation of the residents at all times, anti-climb fencing approved by OBH and perimeter security at all times.
16. Contractor shall assist in money management, offering training and supervision to residents in establishing bank accounts, making deposits and withdrawals consistent with a goal of saving at a minimum one third (1/3) of resident's income (e.g., SSI, SSDI, outside employment) for future planning and subsequent residential placement options, and at a minimum one third (1/3) for the resident's personal use. Resident accounts will be monitored on a monthly basis by an OBH designee. Resident's money must be released to the resident by the contractor within 48 hours of discharge from the program.
17. Contractor shall immediately contact the District Forensic Coordinator or FAC staff and state level forensic coordinator when there is an issue of non-compliance with program requirements on the part of the resident, or when there is reason to believe that the resident's mental or physical health is deteriorating.
18. Contractor shall evaluate the effectiveness of the rehabilitation process of residents. The resident's level of functioning shall be evaluated by utilizing the Level of Care Utilization System (LOCUS) instrument.
19. Contractor shall develop a written policies and procedures manual and submit it to OBH for approval thirty (30) days prior to start of operation. The manual shall include, but shall not be limited to the Complaint and Grievance Policy, and all rules and regulations for residents.
20. Contractor shall collaborate with the Forensic Aftercare Clinic and other local providers to ensure that all mental health needs for 22 residents are met. This

shall include but shall not be limited to attending treatment team meetings when requested, and providing transportation to services.

21. Contractor must permit access to the facility to all OBH/CFS/FAC staff for the provision of services and/or monitoring the program and facility at all times.
22. Contractor shall provide all transportation throughout the state to ensure that residents are present for any scheduled court appearances.
23. Contractor must make a room available for group therapy, meetings or other group activities.
24. Contractor shall develop a quality improvement plan which includes a supervision model for standard of care to be submitted to OBH within 30 days of start of operations.
25. Contractor must ensure that all medical needs of residents are met.

26. Staffing Requirements

- a. Contractor shall provide an on-site RN supervisor to provide face-to-face supervision of all nursing staff a minimum of once every two weeks (according to LPN professional licensing standards) or more frequently as required by resident status. Daily nursing services must be provided on-site by an LPN.
- b. OBH will provide psychiatric services, including service planning, medication management, and assessment for 22 residents.
- c. Contractor shall provide an on-site licensed addictions counselor who will treat residents with addictive disorders according to an evidenced based or best practices addictions treatment model.
- d. Contractor shall ensure that all clinical staff maintain licensure in their respective field. A copy of current license shall be contained in each clinical staff member's personnel file.
- e. Contractor shall hire direct service staff that has at a minimum a high school diploma and six (6) months experience in working with adults with a serious and persistent behavioral health diagnosis. The contractor shall have at a minimum, a ratio of one (1) direct care staff person to fifteen (15) residents with no fewer than three direct care staff on duty at any given time. The contractor must also provide, as needed, consultations with a registered dietician.

- f. Direct care staff must be supervised at a ratio of one (1) supervisor to five (5) direct care staff per shift. Supervisors may be included in the one (1) to fifteen (15) ratio.
- g. The contractor must also have sufficient staffing to provide transportation, nutritional assessments and services, as well as all other requirements of the contract.
- h. Contractor shall develop, test and maintain Disaster Recovery and Continuity plans and procedures to ensure continued delivery of services and essential functions despite damage, loss or disruption of information technology due to the unexpected occurrence of a natural or man-made emergency or disaster. Disaster recovery plans must be updated annually and submitted to DHH for approval.
- i. The contractor shall hire and supervise all staff, including but not limited to, licensed nurses, cook, and counselors for 24 hours/7 days a week operation.

27. Orientation and Training Requirements

- a. The orientation program shall be submitted to OBH for approval within thirty (30) days after signing of the contract.
- b. Recovery-oriented training curriculum must be developed in collaboration with OBH and Contractor and evaluated by provider and Community Forensic Services on an annual basis.
- c. All staff shall participate in all trainings and intervention programs as developed by contractor and approved by OBH prior to providing services.
- d. Documentation of successful completion of orientation requirements and annual training requirements shall be contained in each staff member's personnel file.
- e. Contractor must ensure that designated staff participate in Correctional Guard – Therapeutic (CGT) “train the trainer” training provided by ELMHS prior to delivering services in order to train all program staff prior to assignment of clients.

28. Record Keeping

- a. Fiscal Records

- i. The Contractor shall establish a system of business management and staffing to assure maintenance of complete and accurate accounts, books, and records.
 - ii. The Contractor shall demonstrate fiscal accountability through regular recording of its finances.
 - iii. The Contractor shall ensure that all entries in records are legible, signed by the person making the entry and accompanied by the date on which the entry was made.
 - iv. All records shall be maintained in an accessible, reasonable order. All permanent records such as personnel files and residential treatment plans, reviews, etc. shall be retained for four years after final payment.
 - v. The Contractor shall have sufficient space, facilities and supplies for providing effective record keeping services.
 - vi. Appropriate financial documentation for reimbursement must be submitted monthly to the Fiscal Office of Eastern Louisiana Mental Health System on designated forms. Failure to establish and maintain adequate documentation will result in a disallowance of such expenditures and represent a contractual breach.
 - vii. Appropriate financial documentation of clients' depository accounts shall be submitted quarterly to ELMHS and OBH contract monitor.
 - viii. Contractor shall submit to an annual audit of financial records by an independent auditor according to DHH auditing standards and submit to a quarterly audit of residents' records by OBH.
- b. Components of resident records shall include, but not be limited to the following:
- i. All information obtained at the time of admission
 - ii. A copy of the admission agreement established in collaboration with OBH designated staff and state level forensic coordinator and executed by the resident and the Contractor
 - iii. Source documents to include Social Security Card, Identification Card, and Birth Certificate secured within 45 days of admission to the program

- iv. A copy of the resident's individual, person-centered service plan and all updates demonstrating positive movement toward resident goals. Service plans shall be updated quarterly, at a minimum.
- v. A copy of resident's discharge plan and all updates documented at least quarterly and finalized 90 days prior to release
- vi. Progress notes of group, educational and vocational participation
- vii. All assessment reports and scores
- viii. Physician orders and informed consent
- ix. Referral information and correspondence
- x. Court orders/legal history
- xi. Fiscal data of resident's banking account, documentation of vocational training, and documentation of educational opportunities pursued by the resident
- xii. Reports of any incident involving the resident whether it be with staff or another resident
- xiii. A copy of resident's activity log
- xiv. Medication log
- xv. Behavior log
- xvi. Record of all applications and related records pertaining to public assistance such as SSI, SSDI, Medicaid, Medicare, etc.

c. Complaint Records

Reports of any resident complaints or grievances and the conclusions or dispositions of these reports as set forth in program Complaint & Grievance policy shall be maintained separately from the resident record and maintained by the Program Director. These records shall be available to the contract monitor during monitoring visits.

C. Outcomes

Performance Measures

The Contractor shall be required to meet or exceed the following performance measures.

- a. Contractor must provide a housing option for forensic, adult residents, which enables each resident the opportunity to function outside of inpatient or residential institutions as documented by individual service plan review and progress notes demonstrating progress toward treatment goals.
- b. Contractor must demonstrate the effectiveness of the rehabilitation process of those residents who are “planned discharges”. Contractor will accomplish the evaluation of effectiveness by follow-up contact twice a month for the first quarter post discharge and then monthly thereafter up to one year. The resident’s level of functioning will be evaluated by utilizing the Level of Care Utilization System (LOCUS) instrument. All evaluations must be available for OBH review.
- c. At least 80% of the residents served in the program will achieve a “planned discharge” within the time frame of resident’s conditional release in collaboration with treatment team, judicial system, and contractor and documented by contractor in resident’s file and quarterly report.
- d. 90% of residents’ complaints or grievances will be successfully resolved as evidenced by documentation in resident chart and quarterly reports.
- e. 80% of the residents who are “planned discharges” will progress to a less restrictive living situation with consideration of resident’s choice of placement as appropriate. This will be documented by contractor and OBH DFC through quarterly follow-up contact reports for a period of one year.
- f. 75% of residents will meet service plan goals as documented in person-centered service plan, progress notes, quarterly summaries of progress and ratings on standardized measures of progress.
- g. 100% of residents will live in a safe environment as evidenced by no increase in the number and severity of incidents when compared to an historical benchmark established by OBH. This historical benchmark will involve the average number of incidents and average severity over a five year period selected by OBH. Contractor will maintain effective tracking of incidents with timely interventions/corrective actions that reduce the trend line.
- h. 90% of residents will remain drug-free while participating in the program as evidenced by routine drug screens conducted by contractor and submitted to FAC. Drug screens shall be conducted at least quarterly or if drug use is suspected by contractor. The drug screen results shall be submitted to FAC.

- i. 80% of eligible residents, as determined by the treating staff, will be employed or actively seeking employment as evidenced by log of activities in resident file and documentation in quarterly report
- j. 80% of those residents who are receiving wages and/or benefits, will have achieved a level of independent living skills sufficient to secure and maintain a bank account, as evidenced by documentation in resident file and quarterly report.
- k. 85% of all residents will indicate satisfaction with the program as evidenced by an overall satisfactory rating (as defined within the evaluation on an instrument approved by OBH and Contractor), which is completed annually and upon discharge and submitted to OBH in annual report.
- l. No fewer than 40% of residents will demonstrate, upon completion of medication education, knowledge of mental illness and medication management (purpose, benefits, side effects, appropriate use and self-management of symptoms) as evidenced by a passing score (80%) on post-test during the first year. The actual success rate the first year will be used as the baseline by which future years will be compared. 80% of residents who do not have developmental disabilities will demonstrate knowledge and expertise in activities of daily living as measured by standardized ADL measure (i.e., CASIG) upon completion of subject area training.
- m. 80% of residents will demonstrate, upon completion of medication education, knowledge of mental illness and medication (purpose, benefits, side effects, appropriate use and self-management of symptoms) as evidenced by a passing score (80%) on post-test during the second and third year of the contract.
- n. 80% of residents will meet treatment plan goals as documented in person-centered treatment plan, progress notes, quarterly summaries of progress and ratings on standardized measures of progress.

D. 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 days-

- \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
- c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client each monitoring visit.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
 - e. Failure to ensure adequate medical care to residents - \$500 each violation.
 - f. Failure to maintain building and resident safety - \$500 per working day from date of notice.
 - g. Failure to maintain all personnel files with information according to the requirements in the contract, as evidenced in personnel files when reviewed during each quarterly monitoring site visit - \$100 per employee.
 - h. Failure to provide services delineated in service plan as evidenced in client files when reviewed during each quarterly monitoring site visit - \$100 per client.
2. The decision to impose liquidated damages shall 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.

E. 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.

F. Technical Requirements

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

- IBM compatible PC with a Core 2 Duo or Equivalent Processor
- 4 Gigs of RAM memory
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system)
- Ethernet LAN interface for laptop and desktop PCs
- Color Monitor
- Printer compatible with hardware and software required
- High speed internet Connection (min 512 up and 1.5 down)
- CD ROM
- Windows XP, SP3 or later version of operating system (minimum)
- An Internet account with nationwide E-mail and Web-browser software
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later
- Appropriate Firewalls for confidentiality of information transmitted over the internet
- ** Must be compliant with Louisiana Office of Information Technology and DHH Information Technology policies.
- **Must comply with HIPAA requirements for transfer of client information.

G. 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:

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

H. Insurance Requirements

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

I. Resources Available to Contractor

Eastern Louisiana Mental Health System will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

J. Contact Personnel:

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

Dee Mondrick

Department of Health and Hospitals

Eastern Louisiana Mental Health System

4502 Highway 951

Jackson, LA 70748

Phone: (225) 634-0633

Email: dee.mondrick@la.gov

K. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of 36 months, beginning on or near the approximated date in the schedule of events and ending 36 months after that.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

L. Payment Terms

The contractor shall submit deliverables in accordance with established timelines. Contractor shall submit to OBH, through the Eastern Louisiana Mental Health System (ELMHS) Community Forensic Services, an invoice and monthly report of services (e.g., vocational, educational, counseling, etc.) **clearly** indicating **per diem rate per occupied bed**, frequency, duration, and modality of services for all clients served. Payment of invoices shall be subject to approval of Dee Mondrick, Consumer Stakeholder Manager.

M. Program Monitoring

The FSTRAP Forensic Program will be closely monitored to assure compliance with DHH/OBH policy as well as applicable state and federal regulations. OBH designee will conduct on-site monitoring on a quarterly and unscheduled basis to ensure compliance with program requirements, and that the services provided are appropriate to meet the needs of the residents. Monitoring will be accomplished through varied on-site and off-site analysis of program records, invoices, reports, etc.

The contract monitor shall:

1. On a monthly basis:
 - a. Review monthly invoice detailing services, itemized by frequency, duration, and modality of services for all clients served .
 - b. Review all statistical data submitted by contractor, including but not limited to number of residents employed, working on GED, opening bank account, etc.
 - c. Review any incidents involving consumer safety, and the Programmatic and Staff response to any incidents.
 - d. Review facilities for compliance with security requirements, staff-resident ratio, and security of medication.
2. On a quarterly basis:
 - a. Conduct on-site monitoring to ensure compliance with program requirements, and that services provided are appropriate to meet the needs of the Forensic residents.
 - b. Review quarterly progress reports
 - c. Review resident case files
 - d. Review any changes to the following:
 - 1) Organizational Structure
 - 2) Administration and/or Personnel
 - 3) Administrative or Programmatic Policy and/or Procedure
 - e. Evaluate contractor's compliance with contract outcomes, develop corrective action plans to address any problems.
 - f. Review Satisfaction Surveys on all discharged residents

3. On an annual basis:
 - a. Review annual outcome report
 - b. Complete annual performance evaluation
 - c. Review yearly Satisfaction Surveys

N. Licensure Requirements

Pursuant to ACT 332 of the 2008 Regular Session of the Louisiana Legislature, contractor must apply for licensure under the Forensic Supervised Transitional Residential and Aftercare Facilities license and have an approved license prior to submission of contract by OBH for approval by Division of Administration. Licensing requirements for the Forensic Supervised Transitional Residential and Aftercare Program may be found in LAC 48:I. Chapter 72, page 1154
<http://www.doa.louisiana.gov/osr/reg/1104/1104.pdf>.

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 firm's 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 shall be 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 any or 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. 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 shall 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 (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 one of the Redacted (cd or flash drive) and six (6) hard copies of the proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

3. Proposals must be submitted via 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 North 4th 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

K. Proprietary and/or Confidential Information

For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification.

If the proposal contains information which the proposer believes to be non-public confidential information, a redacted copy of the proposal may also be submitted When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed.

L. 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.

M. Requested Proposal Outline:

- Introduction/Administrative Data

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

N. 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 agency 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, clearly delineating prior experience providing similar services, and give specific details on how, when, and by whom the services will be provided, including well thought out and described staffing patterns, schedule of daily activities specific to this program, and training components and schedule of training. The proposal should include a breakdown of proposed costs, including a budget narrative describing how each cost was determined. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. 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 they are outlined in Section II. A timeline of tasks, completion dates and person responsible is requested.
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 the Office of Behavioral Health, Eastern Louisiana Mental Health System as related to the scope of this RFP.
 - b. The proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP. 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, Emergency Preparedness, Staff Development and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure which incorporates the proposed program staff.
- c. This section should also include discussion on the proposer's organizational belief in concepts related to recovery from mental illness and how that translates into their ability to provide individualized, person-centered treatment. This discussion should be written in such a way as to demonstrate a clear understanding of strategies and interventions that are effective with this population.
 - d. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state Proposer, give name and address of local representative; if none, so state;
 - vi. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
 - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explain if not applicable. (See Attachment I)
 - e. 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. Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services in an evidence-based manner as outlined within Section II of the RFP. In this section the proposer should state in detail the approach it intends to use in achieving each objective of the project as outlined, including a detailed breakdown of how the requested services will be provided. The

rationale, methodology, and frequency of services for achieving objectives for all program components should be included in the project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both the teams and program administration, and how those structures will support service implementation and consumer care. Individual components should include detailed plans for supervision, training, technical assistance, as well as inter-team/community collaboration as appropriate.
- b. 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. Describe recruitment efforts that will occur.
- c. Provide a strategic overview including all elements to be provided.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of consumer population, their needs & effective intervention strategies; also included in this segment is the ability to provide services which are sensitive to the specific cultural needs of the consumer.
- f. Demonstrate an understanding of community dynamic as it relates to effective service delivery and consumer care.
- g. Demonstrate the ability to organize staffing patterns and training to ensure staff meets the needs of the consumers and consistently implements services with fidelity to the model. This includes, but is not limited to, split shifts and an after-hours contact system as services are capable of being provided 24/7. Include a description/chart of staffing patterns.
- h. Provide in proposal a 24/7 schedule of daily activities specific to proposed program which includes a rehabilitative focus to prepare residents for eventual reentry into the community. Proposer should provide the rationale for schedule and evidence-base for its effectiveness.
- i. Describe approach for project oversight and management of the teams. Detail the type and frequency of supervision to be provided at all levels.
- j. 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, staff productivity, consumer outcomes and consumer

- satisfaction. Describe components of the continuous quality improvement system, strategies to be included, how they will be implemented, how results will be reported, and how deficiencies will be remediated.
- k. Demonstrate an understanding of and ability to implement data collection strategies tracking consumer outcomes; and to demonstrate how it will be able to comply with all data systems required by OBH.
 - l. 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. Include detailed timeline.
 - m. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event which should include at a minimum:
 - i. Demonstrated capacity to transport and evacuate in preparation for or in response to an emergency
 - ii. Schedule for and documentation of emergency drills with consumer and staff
 - iii. Annual submission of approval by DHH-OBH of the All Hazards response plan
 - n. Describe specific documents and reports that can be produced as a result of completing tasks to achieve the previously mentioned deliverables and outcomes.
 - o. Identify all assumptions or constraints on tasks.
 - p. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
 - q. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
 - r. 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.
 - s. Areas in which the proposer is trying to demonstrate cost savings should be described thoroughly in the proposal.
 - t. Give a detailed account of the residential facility to be utilized, including

- physical address, square footage, room layout, age and condition of facility. Photos and floor plans may be provided. Describe the general neighborhood in which the facility rests, including its proximity to any health or safety hazards, as well as its proximity to businesses where clients may find work.
- u. Describe transportation services that will be available, including vehicles to be utilized.
 - v. Describe all safety and security measures to be provided, including physical measures such as fences, cameras, and locking mechanisms, as well as other measures to ensure clients' safety and security such as the thoroughness of background checks and drug testing of employees.

6. Relevant Corporate Experience

- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects' scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. In particular, the proposer should demonstrate experience with the implementation of Residential/Transitional Program for Forensic Clients, providing multi-disciplinary, mental health services to individuals with severe mental illness. The proposer should have, within the last 24 months, completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email 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. This should include not only top level corporate personnel, but also personnel to be assigned to this program for direct client care.

- 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, including proposed staff for this program.
- c. Complete 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, percentage of time directly assigned to the project, and tasks related to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - i. Experience with proposer,
 - ii. Previous experience in projects of similar scope and size.
 - iii. Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of policies and procedures manuals, inclusive of organizational standards, employee expectations, consumer rights, and 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 must specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal. A budget narrative clearly describing how each cost was determined should be included.
- b. Proposers shall propose a per diem rate per occupied bed in a similar format to the attached sample cost template form (See Attachment V) for **each year** of the contract to demonstrate how the cost was determined.

O. 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, and the proposal with the highest total score will be recommended for award.
4. Cost Evaluation:
 - a. The proposer with the lowest total per diem cost shall receive 25 points. The per diem cost for each year of the three year contract will be averaged for one per diem rate for evaluation purposes. Other proposers shall receive points for cost based upon the following formula:
$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score
LPC = Lowest Proposal Per Diem Cost of all Proposers
PC = Individual Proposal Per Diem 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
Failure to provide any of the requested information in the detail specified will affect the proposal score. The criteria and assigned weights are:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	5
Work Plan	30
Corporate Experience	15
Qualifications of Personnel	10
Financial Condition	5
Cost	25
Hudson/Veterans Initiatives See Attachment I	10
Total Points	100

P. 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 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 CF-1.
- C. Retainage-The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
 - 1. Personnel Assignments: The Contractor’s key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally

qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

2. Force Majeure: The Contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
 5. Board Resolution/Signature Authority: The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
 6. Warranty to Comply with State and Federal Regulations: The Contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
 7. Warranty of Removal of Conflict of Interest: The Contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
- E. If the Contractor is a corporation, the following requirement must be met prior to execution of the contract:
1. 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.
 2. 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.
 3. 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
- V. Sample Cost Breakdown Template
- VI. Assurance of Compliance with DHH Mandatory Requirements

Attachment I
Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) 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.

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://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. 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.

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:

- 1 participating small entrepreneurship: 1/5th of the reserved points
- 2 participating small entrepreneurships: 2/5ths of the reserved points
- 3 participating small entrepreneurships: 3/5ths of the reserved points
- 4 participating small entrepreneurships: 4/5ths of the reserved points
- 5 or more participating small entrepreneurships: Full amount of the reserved points

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 VeteranOwned

and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

CERTIFICATION STATEMENT

ATTACHMENT II

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 15 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Authorized Signature: _____
 (Original signature only. No electronic or photocopy accepted.)

Typed or Printed Name: _____

Title: _____

Company Name: _____

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

AND

FOR

Personal Services Professional Services Consulting Services Social Services

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

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

13) **Maximum Contract Amount**

14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

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, sexual orientation, 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, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. 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.
8. 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.
9. 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.
10. All 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 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, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
11. 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.
12. 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.
13. 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..

14. 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.
15. 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.
16. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
17. 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 contractors solely for medical services.
18. 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.
19. 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.

20. 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.

21. 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.

CONTRACTOR	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
CONTRACTOR	DHH
SIGNATURE	SIGNATURE
DATE	DATE
NAME	<u>Alan Levine</u>
TITLE	<u>Secretary, Department of Health and Hospitals</u>
(Name of Program, Bureau, Region, Office, Facility)	Assistant Secretary
NAME	NAME
TITLE	TITLE

HIPAA Business Associate Addendum:

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a contractor of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
"*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
"*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract

and Addendum.

8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:
In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Attachment V

Sample Cost Template: Year One

Note: Use this sample template to prepare a budget / per diem cost for **each year** of the contract

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

Attachment V

Sample Cost Template: Year Two

Note: Use this sample template to prepare a budget / per diem cost for **each year** of the contract

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

Attachment V

Sample Cost Template: Year Three

Note: Use this sample template to prepare a budget / per diem cost for **each year** of the contract

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

ASSURANCE
Of Compliance with DHH Mandatory Requirements

DHH/OBH has the following mandatory requirements that must be guaranteed by a proposer herein:

- | |
|--|
| <ul style="list-style-type: none"> i. Proposer certifies that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics. ii. Proposer certifies that the entire proposal will be valid for a period of 120 days after the submission date iii. Proposer certifies that the proposal submitted shall become a contractual obligation and valid if a contract is awarded. |
|--|

As the duly authorized representative of the applicant, I certify that the applicant certifies the Mandatory Requirements i., ii., and iii. stated above.

PRINTED NAME OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
SIGNATURE	DATE SUBMITTED
APPLICANT ORGANIZATION AND ADDRESS	