

REQUEST FOR PROPOSALS

INFECTIOUS DISEASE EPIDEMIOLOGY SECTION WEB APPLICATION ENHANCEMENTS, APPLICATION DEVELOPMENT, AND MAINTENANCE AND SUPPORT (IDEpi WEB)

**INFECTIOUS DISEASE EPIDEMIOLOGY SECTION
OFFICE OF PUBLIC HEALTH
DEPARTMENT OF HEALTH AND HOSPITALS**

**RFP # 305PUR-DHHRFP-IDEPI-OPH
Proposal Due Date/Time: July 25, 2011 4:30 CDT**

Release Date: June 23, 2011

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Glossary

BITS: Bioterrorism Incident Tracking System

CDC: Centers for Disease Control and Prevention

DHH: Department of Health and Hospitals

IDEpi: Infectious Disease Epidemiology Section

IT: Information Technology

LADSS: Louisiana Animal Disease Surveillance System

LEEDS: Louisiana Early Event Detection System

Must: Denotes a mandatory requirement

NHSN: National Healthcare Safety Network

OPH: Office of Public Health

PMO: Project Management Office

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

RFP: Request for proposal

Shall: Denotes a mandatory requirement

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

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. Within the Office of Public Health, the purposes of the Infectious Disease Epidemiology (IDepi) Section are to study the distribution and determinants of infectious diseases in the community, to conduct infectious disease outbreak investigations, to institute disease control measures, and to coordinate programs that prevent the spread of communicable diseases.
5. There is a list of diseases that must be reported by all health professionals. This list is set by Louisiana law. IDepi epidemiologists look at the number of cases, their location and numerous other characteristics to study the distribution of these diseases and to draw some conclusions that will guide the communicable disease control programs.
6. Investigation of disease outbreaks identified by the surveillance system or those reported by the public or health professionals in order to recommend preventive measures. Common outbreaks and settings investigated include: food-borne diseases, vector-borne diseases (encephalitis), hospital-acquired infections, community-acquired infections, school and day-care centers, nursing homes, prisons and other institutions, and potential bioterrorist events.
7. Implementation of preventive measures is based on information gathered by surveillance and outbreak investigations.

8. To meet these objectives IDEpi depends heavily on information technology.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers to support, maintain, and enhance the existing multiple computerized applications in use in the IDEpi Section and to develop new sub-applications. The applications already developed have allowed IDEpi to become more efficient by avoiding paper-work, reducing response time and increasing the accuracy of information.
2. A contract is necessary to perform multiple web development projects for the IDEpi section. The following is a brief description of IDEpi software applications to be maintained or enhanced.
 - a. The Infectious Disease Reporting Information System (IDRIS) is the hub for reporting of infectious diseases and other conditions. It is an Oracle back-end, Java front-end program with capability to receive electronic laboratory reporting and is deployed statewide in excess of 100 healthcare facilities to facilitate reporting of infectious diseases in Louisiana. It also functions as a case management program for public health report follow up and as a source of data for disease surveillance. The contractor is not expected to actually work on IDRIS but would have to work with HL7 messages sent from IDRIS
 - b. Epistories is an Oracle web-based database with a .net user interface that allows all epidemiologists to document, monitor and manage epidemiologic activities that include case and contact follow up and public health investigations and surveillance issues.
 - c. The Bioterrorism Incident Tracking System (BITS) allows IDEpi, OPH-Laboratory, Regional offices, and Emergency Response stakeholders to track bioterrorism incidents.
 - d. The Louisiana Animal Disease Surveillance System (LADSS) Program allows IDEpi, the LSU Veterinary Lab, Department of Agriculture Veterinarians and practicing veterinarians to communicate surveillance of animal diseases of human importance.
 - e. The Arbonet Program is used by IDEpi, the mosquito control districts and the LSU Veterinary Lab to post results of mosquito pool, horse, bird and sentinel chicken testing.
 - f. The Louisiana Early Event Detection System (LEEDS), to be deployed in the next few months, will become the backbone of OPH syndromic surveillance in emergency departments and eventually in intensive care units. (Oracle back end with a .net front end.).

3. As demonstrated above, this contract is of the utmost importance to allow IDEpi and its partners to become more efficient by making the best use of informational technology.

C. Invitation to Propose

DHH/OPH/IDEpi Section is inviting qualified proposers to submit proposals to provide information technology services for the support, maintenance, and enhancement of existing computerized applications (listed above) and for the development of new sub-applications in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

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

Raoult Ratard
State Epidemiologist
Office of Public Health Infectious Disease Epidemiology Section
Department of Health and Hospitals
1450 Poydras St, New Orleans LA 70112
Telephone Number: (504) 568-8313
Facsimile Number: (504) 568-9290
Email: raoult.ratard@la.gov

2. This RFP is available in pdf at the following weblinks:
<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 shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:
<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

1. A pre-proposal conference will be held on the date and time listed on the Schedule of Events. Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.
2. Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link: www.dhh.louisiana.gov.

G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	June 23, 2011
Pre-Proposal Conference	June 30, 2011 12:30 PM – 2:00 PM 3101 W. Napoleon Lab Conference Room Metairie, LA 70001
Deadline for Receipt of Written Questions	July 5, 2011
Response to Written Questions	July 12, 2011
Deadline for Receipt of Written Proposals	July 25, 2011 4:30 PM CDT
Proposal Evaluation Begins	July 29, 2011
Contract Award Announced	August 12, 2011
Contract Negotiations Begin	August 13, 2011
Contract Begins	September 1, 2011

H. RFP Addenda

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

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

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

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

II. SCOPE OF WORK

A. Project Overview

The contractor will provide resources to complete multiple web development projects for DHH/OPH/IDEpi Section. The initial contract period will be for one year, with an option for two additional one year renewals at the same cost. The projects will include support, maintenance and enhancements to existing systems as well as development of new custom applications. Each project will require the contractor to perform traditional software development lifecycle tasks such as requirements analysis and documentation, technical specifications and design, coding, testing and implementation, as well as project management. The contractor may be required to work in DHH/OPH offices in both the New Orleans and Baton Rouge areas. Remote work may be allowed if deemed reasonable by the DHH Project Manager.

B. Deliverables

Deliverables for this overall project include the following sub-projects:

1. **Interoperability between Epistories, Bioterrorism Incident Tracking System (BITS), Louisiana Animal Disease Surveillance System (LADSS) and the Outbreak Management System.** Epistories database comprises event date, type of disease, reporter, description of the event with possibility of adding follow up information and attaching documents. Epistories will need to be enhanced to allow for these fields to be accessible from any one of the three other software applications to allow for interoperability between the four software applications. Epistories will also be enhanced to enable the user to enter additional details in Epistories.
2. **Hospital Data Extraction Tool.** The Louisiana Hospital InPatient Discharge Data (LAHIDD) provides demographic and hospitalization diagnosis code data for each hospitalization occurring in Louisiana. The Hospital Data Extraction Tool will include two modules:
 - a. The first module will provide a data extraction tool needed to select diagnosis codes matching those of the reportable disease database (IDRIS) and those in the hospitalization database and allow the detection of discrepancies between the two databases. This process is now being implemented through a tedious, multiple query system using MS Access® currently requiring multiple hours of epidemiologists' time.
 - b. A second module will be used to detect potential hospital acquired infections (HAI) based on a selective list of HAI suspected diagnosis codes. This data will be used by the HAI data quality surveillance staff.

3. **Enhancements to Arbonet:** The following two enhancements are required for the existing Arbonet software application:
 - a. **Detailed Data Analysis Module:** A detailed data analysis module will be added to the Arbonet database. This module will include statistics on the number of mosquito pools examined, the number of pools with West Nile viruses, the proportion of pools with West Nile Viruses, and seasonal trends.
 - b. **Specimen Scanning Ability:** Specimens of mosquito pools, bird sera, bird and animal tissues are collected by the mosquito control districts throughout the state and submitted to the LSU Veterinary Laboratory. Scanning devices will be used by mosquito control districts and the LSU Veterinary Laboratory for identifying the specimens submitted and checking on the results posted. The contractor will have to develop the interface between scanner and the application at the point source and at the receiving end.
4. **Enhancements to LEEDS (Phase 2 of LEEDS):** The phase 1 of the LEEDS program was to develop a syndromic surveillance system for infectious diseases in the metropolitan region of the southeast. Phase 2 will include:
 - a. Extension to the entire state requiring adapting to messages received from an additional 60 to 70 hospitals. Not all hospitals are able to send standard formatted messages, therefore contractor customization in LEEDS will be required.
 - b. Extension to other programs such as injury control, tuberculosis control, disaster surveillance, and environmental epidemiology programs requiring additional programming and messaging the results to the programs listed above.
5. **Development of a Data Quality Tool:** Infectious disease surveillance data is currently stored in a data warehouse (IDWarehouse) which is the basis upon which the data quality software application will be based. This data quality tool will provide real-time benchmarks and quality indicators as required by the CDC programs such as West Nile, Foodborne etc.
6. **Hospital Acquired Infection Database:** Import data from the CDC National Healthcare Safety Network (NHSN) database on hospital acquired infections into a database with automatic production of a state report.

C. Tasks

1. **Status Reports** – Contractor is to provide weekly written status reports to the DHH Project Manager. Contractor will use the status report template provided by the DHH IT Project Management Office (PMO).

2. **Documentation** - Documentation will be reviewed by the appropriate DHH staff and any deficiencies will be submitted in writing to the contractor. The contractor will address the deficiencies and resubmit to DHH for review and approval. Upon receipt of an acceptable product, DHH will supply written acceptance of the documentation deliverable. All documentation that is created will need to have the following:
 - a. Draft
 - b. Final
 - c. Updated copies throughout the timeline of the project based on changes to the system.
3. **Draft Work Plan** - Contractor will develop the project schedule in Microsoft Project format and submit it to the DHH Project Manager for review and approval.
4. **Project Kick-Off Meeting** - Contractor will conduct a project kick-off meeting at a location specified by DHH. This meeting should require no more than 2 hours and attendees will consist of Contractor and the DHH Project Team and other stakeholders as needed. At a minimum, this deliverable includes the following:
 - a. Kick-off Meeting Agenda
 - b. Draft Work Plan – to be delivered in Microsoft Project format
 - c. Activities of this meeting will include:
 - i. Review of the baseline project plan and milestones
 - ii. Validation of mutual understanding of the project scope
 - iii. Review of the Contractor and DHH project team organization and roles and responsibilities of each
 - iv. Design and implement the communication plan that will be utilized for the duration of the project.
 - v. Review of relevant policies and procedures
 - vi. Identification of project constraints and risks
5. **Approved Work Plan** – Within 5 business days after the project kick off meeting takes place, Contractor will request and receive written approval from the DHH Project Manager on the Project Plan.
6. **Business and Functional Requirements** – The contractor will work with the Project Team and other Subject Matter Experts, including the Project Manager, Database Administrator, and Program Stakeholders, to document the business and functional requirements of the project. Contractor will document business and functional requirements using templates provided by the DHH IT PMO.
7. **Use Cases** – Use Cases will be developed collaboratively with Contractor, Project Manager, Database Administrator and Program Stakeholders.

Contractor will document use cases and present to DHH Project Manager and other OPH stakeholders for approval.

8. **Technical Design Document (TDD)** – The contractor will document the system design specification based on the approved business and functional requirements. Template will be provided by the DHH IT PMO.
9. **TDD Approval** - Contractor will request and receive written approval from the DHH Project Manager and other OPH stakeholders on the technical design before beginning development.
10. **Development** - This task includes application programming of web-based systems using, but not necessarily limited to, the tools detailed in this RFP. Source code will be checked in and out per DHH procedures. All source code is the sole property of DHH. Contractor will document all source code written by Contractor.
11. **Contractor Testing** - Contractor will conduct the following testing and provide DHH with the results. Approval of these items is required before installation of the Quality Assurance Testing environment.
 - a. **Unit Testing and Unit Test Plans** – Unit testing is a method of testing that verifies each individual unit of source code is working properly. Contractor will provide unit test plans to DHH for approval. Upon DHH approval of plans, Contractor will test system components against the unit test plan. The results will be documented and sent to DHH for review and approval. Any defects found during Unit Testing will be corrected by the contractor and then retested until successful execution of the unit test. Completed Unit Test Results will be delivered to DHH and will be approved by DHH. Deliverables will pass unit tests prior to turnover to DHH.
 - b. **Quality Assurance (QA) Testing** – Contractor will execute all QA Testing. Deliverables will pass quality assurance tests prior to turnover to DHH.
 - c. **Regression Testing** – A regression is defined as an unintended consequence or defect due to program changes. Such is the case when functionality that was previously working correctly stops working as intended. Contractor will perform regression testing after modifying an existing system. The decision not to perform regression testing requires DHH's prior approval. Deliverables will pass regression tests prior to turnover to DHH.
 - d. **Load Testing** – When applicable, contractor will generate load tests with an agreed-upon large number of users and present results to DHH for approval. Load testing will typically be required for new applications or

existing systems that were modified and expect large numbers of concurrent users. The decision not to perform load testing requires DHH's prior approval.

- e. **Security Testing** – When applicable, contractor will execute all security testing. Deliverables will pass all security tests prior to turnover to DHH. The decision not to perform any of the below security testing requires DHH's prior approval. Security testing will include the following:
 - i. **Developer security testing** - This testing will use a combination of inspection and demonstration techniques to determine that each security control is present and effective.
 - ii. **Scan application for security holes** – For new applications, Contractor will conduct an Application Penetration Test to identify potential unauthorized access. Reports of findings will be provided to DHH.
 - iii. **White/Black Box Application Security Assessment** - For new applications, Contractor will include an internal application source code review of the security designed for the deliverable. Contractor will complete and deliver results from an Application Penetration Test which will serve as the Black Box Assessment of potential unauthorized access.
12. **Installation to QA Environment** - Upon successful completion of Contractor testing, the system deliverable will be installed to the Test environment and made available to DHH for user acceptance and integration testing. Implementation scripts and a step-by-step guide (technical instructions) instructing DHH IT on how to move the deliverable into the QA environment will be developed by the Contractor and delivered to DHH for DHH IT to use. Contractor will work with DHH IT to get deliverable moved into QA.
13. **User Acceptance and Integration Testing Approval** - After code has been promoted to the QA environment, Contractor will notify DHH that the application is ready for user acceptance and integration testing. Integration Test Plans will be developed by DHH and reviewed by Contractor for commenting, recommendations, and completeness. Any defects identified during testing will be communicated to the Contractor. The Contractor must then address the defect, re-test until successful result, and then make corrected version available to DHH IT for reapplication to QA environment. Upon successful user acceptance and integration testing of ALL components, DHH will provide written acceptance of the deliverable.
14. **Approval in Production Environment** - Contractor will work with DHH IT to move approved version to the Production environment. Implementation scripts, as well as technical instructions to guide DHH IT in the installation, will be included as part of the production installation process. After the new version has been promoted to Production, DHH will test that the version is

working correctly in Production before providing overall approval of the enhancement or new application.

15. **Warranty Period** - Contractor will provide a 90 calendar day warranty period for all deliverables and enhancements. Contractor will fix any defects in the application free of charge that are found during the warranty period. The warranty period will begin on the first day the deliverable is approved in Production. Any defects found after the warranty period will be addressed under Maintenance and Support. Defects are defined as the system not performing in accordance with the mutually approved requirements in the Business and Functional Requirements Document, and as further defined in the Technical Design Document. Contractor will document all defects and documentation must be approved by DHH and Contractor Project Manager before a change is implemented.

16. **Maintenance, Support, and other Enhancements or new development through Approved Work Orders** - This includes support for break/fix, periodic data maintenance, documentation and enhancements of any new or modified system to assist support activities performed by DHH/OPH personnel. The contractor shall provide additional services upon request by DHH. . DHH reserves the right to utilize these hours as necessary based on unforeseen requirements, maintenance on new or existing applications after warranty expiration, development of new applications or application malfunctions not included under warranty. Work will only begin once DHH has approved the estimate. **Note: These hours are expressly not available for usage under the terms of the contract until after the warranty period is prescribed and all changes commissioned are successfully met and thus cannot be used to extend enhancement costs/hours to specified deliverables in this contract.** In order to use these hours, the following process will be utilized:
 - a. **Work Order Request Procedure:**

Resources will only be requested in writing via the work order form (WOF). DHH and contractor will follow the procedure outlined below for requesting resources:

 - i. DHH will complete a WOF for each identified IT resource needed for the service;
 - ii. The DHH Project Manager will submit it to contractor for review;
 - iii. Contractor will review the request, accept scope of work and WOF within two (2) business days;
 - iv. Contractor will provide resumes that match DHH's identified needs within an additional three (3) business days;
 - v. DHH will review contractor provided resumes and submit comments, reject resources, or approve resources within three (3) business days of their receipt;
 - vi. Contractor will have two (2) business days to respond to DHH comments or provide additional resumes if original resources were

rejected. If Contractor has to provide new resumes, then process will go back to step v

- vii. Upon DHH approval of resumes, resources will be provided within ten (10) to fifteen (15) business days of DHH's approval;
- viii. DHH will notify Contractor within 30 calendar days before resources are no longer needed.

b. Change Request Procedure

Changes may be made to scope of work or resources. Change requests will be agreed to in writing via the WOF. DHH and contractor will follow the procedure outlined below when requesting a change to an existing WOF:

- i. The WOF will be used to communicate a change in work and/or resources, referencing the existing WOF and describing the change and rationale. DHH will also attach a revised SOW if applicable.
- ii. Contractor will review the change(s) requested and accept or submit comments to DHH within three (3) business days. If a resource change has been requested, contractor will provide new resumes to DHH within these same three (3) business days.
- iii. The WOF outlining the change must be signed by contractor and the DHH Project Manager within the next two (2) business days to authorize implementation of the change
- iv. In the case of a resource change, upon DHH approval, contractor resources will be provided within ten (10) to fifteen (15) business days.

c. Expected Resource Types

Contractor will be able to supply the following types of resources within the timeframes indicated above when requested by DHH via a work order form:

- i. Software Developer
- ii. Database Administrator
- iii. Business Analyst
- iv. Technical Writer

17. **Turnover Plan** - The turnover plan must describe the Contractor's approach and schedule for transfer of all hardware, software, data, services, and operational support information, as applicable. The information must be supplied in media and format specified by DHH and according to the schedule approved by DHH.

18. **Knowledge Transfer and Turnover** - Turnover is defined as those activities that are required for the Contractor to perform prior to or upon termination of the Contract. Contractor will provide DHH with copies of all relevant data, documentation, or other pertinent information necessary, as determined by DHH, for DHH or a subsequent Contractor to assume the Contract activities

successfully and to maintain and support the software applications. This includes any correspondence, documentation of ongoing outstanding issues, and other operations support documentation. Knowledge Transfer is defined as the Contractor providing training on how to maintain support and administer the software applications or enhancements in order for the product to be maintained by DHH. Contractor will provide Knowledge Transfers on all products of the contract.

19. **Post-Turnover Services** - Following turnover of the data and documentation and the Knowledge Transfer, the Contractor will be required to provide DHH with a Turnover Results Report documenting the completion and results of each step of the Turnover Plan.

D. Acceptance of Deliverables

1. General: Except where the Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable task completion criteria specified in the Statement of Work.
2. Submittal and Review: Upon written notification by contractor that a Deliverable is completed and available for review and acceptance, IDEpi will promptly review the Deliverable within 10 business days after the Deliverable is presented to the DHH Project Manager. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.
3. Notification of Acceptance or Rejection: When State disapproves a Deliverable, DHH will notify contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. The payment by the State for completed tasks is contingent upon correction of all such deficiencies and acceptance by the State.
4. All source code and any other work products delivered or developed for this contract are the exclusive property of DHH.
5. DHH and Contractor Project Managers will work to resolve all disputes in a professional manner. Should the respective project managers be unable to satisfactorily resolve a dispute then they may escalate the dispute to the State Epidemiologist. Should this escalation not result in an agreed to resolution within 30 days, the matter will be escalated to the Director of OPH's Community Health Center. Should the matter remain unresolved 30 days after escalation to the Director of OPH's Community Health Center, it may finally be escalated to the Assistant Secretary of OPH. All above described escalations will be submitted in writing to the respective OPH party.

E. Other Contractor Responsibilities

In addition to the Deliverables specified above, the Contractor will have the following responsibilities:

1. Project Management - Contractor will provide a project manager who will maintain close coordination and communication with the DHH Project Manager and will be the contractor's single point of contact for the duration of the project. Contractor Project Manager will be responsible for the day-to-day activities of the project including tracking and implementation of the project plan, supervision of the support staff, required reporting and serving as the primary contact to project resources. The Contractor Project Manager will follow processes set forth by the DHH IT Project Management Office (PMO). Templates and processes that will be used will be given to the contractor prior to the start of the contract. The Contractor Project Manager has the ultimate responsibility of ensuring that the product and all other associated deliverables are delivered correctly, on time, and within budget. In addition, at a minimum, the Contractor Project Manager will:
 - a. Implement and Track project management deliverables such as the detailed work plan, communications plan, quality management plan and risk management plan.
 - b. Prepare timely status reports and work plan updates. The contractor shall provide written and oral status reports.
 - c. Oversee the project to ensure timely delivery of key task products and deliverables.
 - d. Take the necessary actions to keep the project on schedule and on budget.
 - e. Recommend and document need for any additional resources to be used on this project including subcontractors.
 - f. Provide reporting of project status and financial reports on a monthly basis to the DHH Project Manager.
 - g. Provide Time Sheets – Accompanying each Status Report, the Contractor shall submit time sheets to the DHH Project Manager indicating effort expended by each project team member including any subcontractors working on the project.
 - h. Facilitate schedule control by adhering to a baseline project work plan, monitoring project activities, managing project timing, accurately tracking project activity, and making necessary plan adjustments required to meet milestones and deadlines.
 - i. Provide effective meeting preparation and execution to facilitate adherence to timelines, encourage involvement from stakeholders and ensure accurate documentation of requirements and progress.
 - j. Implement a risk management plan and qualitative risk analysis to identify, assess, prioritize and mitigate project risks
 - k. Plan kickoff meetings, workgroup meetings and trainings
 - l. Ensure communication with stakeholder groups.
2. All source code will be documented.
3. All contract staff which may potentially be exposed to Protected Health Information must complete the standard DHH HIPAA training classes prior to

commencement of work. Confidentiality agreement forms will have to be signed.

4. Contractor will have resources at the DHH worksite for the requirements gathering phase of this project. Other contractor resources may work remotely based on the needs of the project and at the discretion of the DHH Project Manager. Contractors will be granted VPN access to the necessary internal DHH systems to complete the remote tasks.
5. Contractor shall make available to DHH, technically competent and qualified personnel for the purpose of providing the services required to accomplish the tasks described in the Statement of Work. DHH reserves the right to have a contractor staff member removed or replaced.
6. No DHH data will be stored on any computer outside of the DHH network.
7. All newly developed applications must adhere to the DHH Security Policies that will be made available electronically to the Contractor.
8. System Performance – Contractor will provide system performance and response at the same level or better than the current system.
9. Transfer of Hardware, Software, Data and Materials - At the end of the Contract, the Contractor will transfer ownership and possession of all hardware, software, data purchased or developed under the Contract and any other materials or property related to this Contract to DHH, or to a new Contractor as directed by DHH, within the timelines specified by DHH. The Contractor will be responsible for all costs related to transferring these assets to DHH or DHH's designee. All transferred data must be compliant with HIPAA requirements. In the case of provider automation equipment, Contractor will transfer ownership and possession to the applicable procuring provider or entity.
 - a. Contractor agrees that all project materials, reports, development, and other data or materials generated or developed by contractor or furnished by DHH to contractor shall be and will remain the property of DHH. Contractor specifically agrees that all copyrightable material developed or created under this contract shall be owned exclusively by DHH.
 - b. Hardware - Hardware to be transferred includes, but is not limited to, all host computer systems, data storage devices, routers, gateways, rack storage, and power supplies that support the project. If the Contractor leases hardware for support of the Contract, then all leases must be transferable to DHH or to another Contractor designated by DHH.
 - c. Software - Software to be transferred includes, but is not limited to, proprietary software purchased, scripts developed, software applications and source code developed as part of the project.

- d. Data and Materials - All relevant data and materials must be received and verified by DHH or DHH's designated Contractor. If DHH determines that not all data and material related to the Contract is transferred to DHH or the subsequent Contractor, as required, or that the data is not HIPAA compliant, DHH reserves the right to hire an independent Contractor to assist DHH in obtaining and transferring all the required data and to ensure that all the data is HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the Contractor. ‘

F. DHH Roles and Responsibilities

1. OPH Infectious Disease Epidemiology Staff:

- a. State Epidemiologist – Primary stakeholder for the project is the Program Manager for all the end-user staff who uses the systems.
- b. Subject Matter Experts (SME) – The contractor will be supporting multiple systems. Each system has a specific SME within OPH. That SME will work with the contractor during all phases of the project, in particular, during the requirements gathering and testing phases.

2. DHH Project Manager –

- a. Oversees the overall project direction of the contract including:
 - i. acts as the primary communication point between contractor and DHH
 - ii. ensures compliance with the terms and conditions of the contract,
 - iii. ensures compliance with DHH policies and procedures,
 - iv. works with Contractor Project Manager to coordinate meetings with DHH staff and
 - v. works to resolve any disagreements between DHH and contractor
- b. Reviews and comments on all documentation, as appropriate.
- c. Work with DHH to review and approve deliverables and invoices submitted by contractor.
- d. In regards to Work Orders:
 - i. Acts as DHH liaison for submitting Resource Request Work Order Forms and changes.
 - ii. Provides approved WOF to Contractor
 - iii. Verifies that DHH assignments are performed according to the agreed upon schedule
 - iv. Obtains any needed authorizations to access, use, or modify products or information that are necessary to fulfill the requirements of the WOF
 - v. When applicable, ensures that current maintenance and license agreements are in place with applicable vendors for products and services that contractor will utilize to perform the services under the WOF.

3. DHH IT Staff

- a. Database Administrator (DBA) – acts as a technical resource for the project, ensuring database changes are designed and developed according to DHH standards, ensures the end product complies with DHH architecture, reviews and comments on all documentation, as appropriate, and implements software changes from the development to the QA environment, as well as from QA into production.
- b. Enterprise Architectural Steering Committee (EASC) – will review any enhancements that require design modifications to ensure that the systems are built to integrate with other systems as applicable.
- c. Other IT Support Staff – other IT resources will be brought in as DHH determines necessary to complete OPH-assigned tasks. These resources include network engineers and system administrators.

G. Contractor Staff

1. The Contractor must identify and update the List of Key Personnel, as approved by DHH, throughout the term of the Contract as requested by the DHH Contract Monitor.
2. Key Personnel positions or Key Personnel identified by name in the List of Key Personnel must not be modified or removed except upon the express written approval of the DHH Project Manager.
3. The Contractor must provide DHH with a résumé of any member of its Staff or a Subcontractor's Staff assigned or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.
4. The Contractor must make available to DHH a list of all staff providing services under the contract and to timely update the list to reflect changes. This list must include all full or part-time staff names, working Project titles, a brief description of each position, and the monthly hours worked.
5. During the term of the contract, DHH reserves the right to approve or disapprove any member of Contractor's Staff, to approve or disapprove any proposed changes in such Staff, or to require the removal or reassignment of any Staff found unacceptable by DHH.
6. The Contractor must not remove from the Project the Key Personnel, nor temporarily reassign or reduce the time of the Key Personnel to the Project or divide the time of the Key Personnel between the Project and any other project or task, event or activity unrelated to the Project, except in the event of: illness, retirement, disability, termination of employment, or completion of assignments as defined in the work plan, or by mutual agreement of the parties.
7. All Staff proposed by the Contractor as replacements for other Staff must have comparable or greater skills to perform the project activities as were

performed by the staff being replaced. Staff replacements shall be made within 21 days.

8. The Contractor must not rehire any such removed personnel as a consultant or sub-contractor to perform services under the Contract without the express written approval of DHH.

H. 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. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.
3. Contractor shall perform its responsibilities and tasks as specified in the Contract and will address the majority of the project "risks" related to Contractor performance through the assignment of liquidated damages. The purpose of establishing and imposing liquidated damages is to provide a means for DHH to obtain the services and level of performance required for successful operation of this Contract.
4. In respect to liquidated damages, the following general provisions apply:
 - a. Liquidated damages will start to accumulate immediately upon the Contractor's deficiency.
 - b. Liquidated damages stop accumulating upon written acceptance by DHH of Contractor's corrective action.

5. DHH's failure to assess liquidated damages in one or more of the particular instances described above does in no event waive the right of DHH to assess additional liquidated or actual damages. DHH reserves the right to pursue recovery of actual losses resulting from the failure of the Contractor to perform. Should the Contractor fail to meet the requirements of the Contract, DHH may assess liquidated damages against the Contractor in the amounts specified.
6. DHH will notify the contractor in writing of any liquidated damages due as specified herein, and such liquidated damages will be paid by the contractor within 30 calendar days of DHH's written notice. DHH shall have the right to deduct the amount of any liquidated damages assessed by DHH against the contractor from amounts otherwise payable to the contractor under the Contract. DHH will provide written notice ten days prior to the recoupment of any liquidated damages. This notice will allow the opportunity for a written response to DHH within the ten-day period regarding any considerations that may be applicable to the liquidated damages being considered.

I. 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.

J. Technical Requirements

1. The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:
 - IBM compatible PC,
 - Pentium 4, Celeron or equivalent processor (or compatible successors),
 - 2 Gig of RAM memory,
 - Enough spare USB ports to accommodate thumb drives, etc.
 - 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
 - Ethernet LAN interface for laptop and desktop PCs
 - Color monitor;
 - Printer compatible with hardware and software required;
 - High speed internet with email;
 - CD ROM;
 - Windows XP, SP3 or later version of operating system (minimum);
 - Windows Internet Explorer 7.0 (or later)
 - Microsoft Office 2003 or later;
 - Appropriate firewalls for internet security.

- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).
2. The Contractor resources must have experience with the technical architecture for each of the systems involved in the requested deliverables:
 - a. Arbonet, BITS, Epistories, LADSS, LEEDS: Microsoft IIS, ASP .Net 2.0, Oracle 10g PL/SQL including stored functions, procedures and packages
 - b. IDRIS: Java J2EE, Oracle 10g PL/SQL including stored functions, procedures and packages, HL7 messaging: PHINMS and Rhapsody
 - c. LAHIDD database: Oracle 10g
 - d. Note: The Outbreak Management System has not been developed yet. Underlying architecture of this future application is currently unknown.
 3. The system may be required to interface with Oracle Internet Directory or other LDAP technologies.
 4. The server side of the systems will run on both Microsoft Windows and Red Hat Linux operating systems. The database will run on either Microsoft SQL Server or Oracle relational database management system.
 5. All software must be compatible with HIPAA regulations.
 6. Patient records will not be allowed to be transmitted electronically via email or the internet.

K. Subcontracting

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

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

L. 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.

M. Resources Available to Contractor

DHH/OPH 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.

N. Contact Personnel

All work performed by the contractor will be monitored by

Raoult Ratard
Department of Health and Hospitals
Office of Public Health
Infectious Disease Epidemiology Section
1450 Poydras St., New Orleans, LA 70112
Phone: 504-568-8313
Fax: 504-568-8290
Email: Raoult.Ratard@la.gov

O. 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 1 year with the option of two one year renewals. DHH reserves the right to renew or extend the contract for up to a maximum of 36 months with the same rates and conditions. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

P. Payment Terms

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the assigned DHH Project Manager and applicable DHH/OPH staff.

III. PROPOSALS

A. General Information

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

B. Contact After Solicitation Deadline

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

C. Code of Ethics

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

D. Rejection and Cancellation

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

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

E. Award Without Discussion

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

F. Assignments

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

G. Proposal Cost

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

H. Errors and Omissions

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

I. Ownership of Proposal

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

J. Procurement Library/Resources Available To Proposer

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

K. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy and should submit one (1) electronic copy (flash drive or cd) and eight (8) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:
Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 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

L. Proprietary and/or Confidential Information

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the

contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed."
7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

M. Proposal Format

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

N. Requested Proposal Outline:

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

O. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The 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, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH/OPH/IDEpi Section as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
 - b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
 - c. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.

- d. The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).
5. Work Plan/Project Execution
- The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:
- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
 - b. Provide a strategic overview including all elements to be provided.
 - c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
 - d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
 - e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
 - f. Describe approach and strategy for project oversight and management.
 - g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
 - h. Demonstrate an understanding of and ability to implement data collection as needed.
 - i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
 - j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.

- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
 - l. Identify all assumptions or constraints on tasks.
 - m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
 - n. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
 - o. Document procedures to protect the confidentiality of records in DHH databases, including records in databases.
6. Relevant Corporate Experience
- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
 - b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.
7. Personnel Qualifications
- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
 - b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.

- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
 - d. Key personnel and the percentage of time directly assigned to the project should be identified.
 - e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
 - f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.
8. Additional Information
- As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.
9. Corporate Financial Condition
- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
 - b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.
10. Cost and Pricing Analysis
- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal. Proposer shall specify hourly rates for resource types that may be requested by DHH through work orders.

- b. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment IV) for each year of the contract to demonstrate how cost was determined.

P. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.
4. Cost Evaluation:
 - a. The proposer with the lowest total cost for all three years shall receive 15 points for all deliverables. . Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 15$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. Proposer with the lowest total combined hourly rates shall receive 10 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 10$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- c. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- d. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
- e. The DHH Deputy Undersecretary may provide information to the Proposal Review Committee in its evaluation of the additional 5 points.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	20
Corporate Experience	20
Qualification of Personnel	20
Financial Statements	5
Cost	30
Total	100

Q. Announcement of Award

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

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- 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.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

Attachment I	Certification Statement
Attachment II	DHH Standard Contract Form (CF-1)
Attachment III	HIPAA Business Associate Addendum
Attachment IV	Cost Proposal Worksheet
Attachment V	Resource Request Work Order Form (WOF)

CERTIFICATION STATEMENT

ATTACHMENT I

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, it will have 5 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: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning 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. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the

contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

(Rev. 1/04)

HIPAA Business Associate Addendum:

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

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

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

**Attachment IV
Cost Proposal Worksheet**

In Table 1, proposer will indicate which deliverables will be completed for each state fiscal year (July 1 – June 30) by entering the cost of the deliverable in the appropriate cell. Proposer will then calculate the totals for each year and the total cost for all deliverables.

In Table 2, proposer will indicate hourly rate per possible resource types which may be requested work orders.

Table 1

Deliverable	Deliverable Cost by Year		
	Year 1	Year 2	Year 3
1			
2a			
2b			
3a			
3b			
4a			
4b			
5			
6			
Total Cost by Year:			
Total Cost for all Deliverables:			

Table 2

Resource Type	Hourly Rate
Software Developer	
Database Administrator	
Business Analyst	
Technical Writer	
Total Hourly Rate:	

**Attachment V
Resource Request Work Order Form (WOF)**

Date Requested:	Requested by:	WOF #:
<input type="checkbox"/> New Request <input type="checkbox"/> Change Request ; Previous WOF # _____ <input type="checkbox"/> SOW Attached		
Project/Requirement Name:		
Job Category and Level:		
Change Rationale / Summary:		
Description of Activities/Responsibilities:		
Estimated Start/End Dates:		
<p>By signing below, each of us agrees to the specific work items as specified in this WOF and attached SOW. The SOW dated [SOW date] and this WOF [and any other relevant WOF's to be specifically identified here] make the entire agreement between us regarding the Services described in this WOF. Except as otherwise provided in this WOF, all terms of the contract agreement and the attached SOW remain in full force and effect.</p>		
Evaluation Summary		
Contractor Resource:		Estimated Cost:
Contractor	Signed:	
	Date:	
DHH Project Manager	Signed:	
	Date:	
DHH Subject Matter Expert (SME)	Signed:	
	Date:	