

# LOUISIANA



**DEPARTMENT OF  
HEALTH  
AND HOSPITALS**

SYSTEM POINT OF ENTRY (SPOE)  
FOR LOUISIANA'S EARLY INTERVENTION SYSTEM

**EARLYSTEPS  
OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES  
DEPARTMENT OF HEALTH AND HOSPITALS**

**RFP # 305PUR-DHHRFP-SPOE-2014-OCDD  
Proposal Due Date/Time: 4:00 pm CT  
October 20, 2014**

***Release Date: September 3, 2014***

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# Glossary

APR: Annual Performance Report, the report sent to the US Department of Education which gives a status of EarlySteps progress in meeting targets on the performance indicators in its State Performance Plan. Available on the EarlySteps website at <http://www.earlysteps.dhh.louisiana.gov/>. The performance indicators are referenced in the RFP for program performance criteria expectations of the contractors.

AT: Assistive Technology – Equipment or items used by individual children to help them benefit from early intervention services.

CFO: Central Finance Office. The contractor, which administers, manages, and operates a statewide data system, billing and collection system, and provider enrollment system as referenced in this RFP for DHH/OCDD and EarlySteps.

CST: Central Standard Time

Department or DHH: Department of Health and Hospitals

EarlySteps: Louisiana’s Part C Early Intervention System

EDGAR: Education Department General Accounting Rules for education programs and services.

EPSDT: Early and Periodic Screening, Diagnosis and Treatment. The Medicaid health services program for children ages birth through 21. In Louisiana, EPSDT services may be provided through the Bayou Health program and through the “legacy” Medicaid program.

EIDS: Early Intervention Data System.

EIS: Early Intervention System.

FSC: Family Support Coordinator – one type of EarlySteps provider that coordinates each child’s Individualized Family Service Plan, monitors on-going service provision, and coordinates annual evaluations and transition.

HIPAA: Health Insurance Portability and Accountability Act.

IDEA: The Individuals with Disabilities Education Improvement Act. Copies of the legislation and accompanying regulations are available at [www.ectac.org](http://www.ectac.org).

IFSP: Individualized Family Service Plan. A plan for services based on each child’s and family’s individualized needs.

OCDD: Office for Citizens with Developmental Disabilities

Original: Denotes must be signed in ink

OSEP: Office of Special Education Programs is the federal agency that awards Part C funds to states and monitors compliance with IDEA.

Part C: Refers to that section of the Individuals with Disabilities Education Act (IDEA) that addresses early intervention services for children with disabilities from birth to age 3 years. Also referred to as IDEA-Part C. EarlySteps is Louisiana's implementation of the IDEA-Part C program.

Procedural Safeguards: Legal protections (including mechanisms or procedures) available to children, their parents, and their advocates to protect their rights in dealings with agencies and providers of early intervention services as defined in 20 USC 1439 (a) (1) – (8).

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, Must, Will: Denotes a mandatory requirement

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

SPOE: System Point of Entry. In Louisiana there are 10 regional offices, which serve as the entry point for children referred to EarlySteps.

SPP: State Performance Plan, the plan developed and submitted to the US Department of Education which defines Louisiana's 7 year plan to implement the required components of the Part C system through the identified performance indicators. The SPP is available on the EarlySteps website.

Surrogate Parent: A person appointed by EarlySteps to ensure that the rights of a child are protected if a parent cannot be identified to do so, according to EarlySteps policies and Section 303.422 of the Part C September, 2011 regulations.

Working Day: Monday through Friday, 8:00am – 4:30pm CST excluding legal State holidays.

## **I. GENERAL INFORMATION**

### **A. Background**

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The Office for Citizens with Developmental Disabilities (OCDD) provides supports and services to help promote community participation and self-advocacy for people with developmental disabilities. These include, but are not limited to: vocational support to help foster independence; financial support to families who have a child with severe or profound disabilities; and assistance to individuals and families in supporting the family's ability to keep the individual in their community. OCDD is also responsible for the administration of home and community-based waivers for citizens with developmental disabilities.

The EarlySteps program is located within DHH OCDD. EarlySteps administers Louisiana's Part C of the Individuals with Disabilities Education Improvement Act (IDEA), which provides early intervention services to families that include infants and toddlers (birth to three years old) with developmental delays or diagnosed medical conditions likely to result in developmental delay. To meet federal program requirements that require the state to provide a comprehensive child find system, EarlySteps currently operates ten System Points of Entry (SPOE) offices in the ten DHH/OCDD regions of Louisiana through contracts with a contractor in each region.

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

1. The purpose of this RFP is to solicit proposals from qualified proposers who will operate a SPOE office in one or more of the ten (10) DHH/OCDD "regions" which can be identified at [http://www.dhh.la.gov/assets/docs/OrgCharts/LGE\\_DstrctAthrtyMap\\_14.pdf](http://www.dhh.la.gov/assets/docs/OrgCharts/LGE_DstrctAthrtyMap_14.pdf). The SPOEs shall be responsible for initial Support Coordination, the eligibility determination and enrollment process for each referred child and family into the EarlySteps program, and the completion of the initial Individualized Family Service Plan (IFSP) for each eligible child and family in EarlySteps Louisiana's IDEA-Part C system. After eligibility is established, ongoing service coordination shall be provided by Family Support Coordinators (FSC) with enrolled Family Support Coordination agencies. The FSC agencies continually update the SPOE with information to enter into the data system. The SPOE shall be the only entity responsible for day-to-day maintenance of the child's electronic record in the Early Intervention Data System (EIDS).

2. Up to Ten contracts are necessary to provide ten SPOEs for all children referred (approximately 10,000 referrals statewide per year) to the EarlySteps System. The Contractor will be responsible for providing Intake Service Coordination during the referral process and eligibility determination of each referred child. Approximately 4,600 eligible children are anticipated for entry following eligibility determination. The SPOE will be responsible for providing ongoing Family Service Coordination in the event of personnel shortages. The cumulative total of eligible children for FY 2013 was approximately 9,000 statewide. Specific responsibilities of the SPOE shall include: operate a referral, orientation, and intake process; coordinate the eligibility determination process; assess family concerns, priorities, and resources and develop the initial IFSP; facilitate activities which support a team-based model; issue service authorizations; establish and maintain record keeping system; hire and train staff; ensure that all licensing and training requirements are met; ensure quality of data reporting and quality assurance and establish location of an active office with full time personnel.

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

DHH/OCDD/EarlySteps is inviting qualified proposers to submit proposals for services to administer, manage, and operate a SPOE in one or more of the ten DHH/OCDD regions in accordance with the specifications and conditions set forth herein.

### **D. 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://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

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

*It is the responsibility of the proposer to check the DOA website for addenda to the RFP, if any.*

## **II. ADMINISTRATIVE INFORMATION**

### **A. RFP Coordinator**

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

**Mary Fuentes**

**Department of Health and Hospitals**

**Division of Contracts and Procurement Support**

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

**Baton Rouge, LA 70802**

**Email: [Mary.Fuentes@LA.GOV](mailto:Mary.Fuentes@LA.GOV)**

**Fax: (225)342-9046**

2. All communications relating to this RFP must be directed to the DHH RFP Coordinator 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.
3. This RFP is available in pdf at the following web links:  
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>  
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

**B. Proposer Inquiries**

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

**C. Pre-Proposal Conference**

Not required for this RFP

**D. Schedule of Events**

DHH reserves the right to deviate from the Schedule of Events below.

<b>Schedule of Events</b>	
<b>Public Notice of RFP</b>	<b>Wednesday September 3, 2014</b>
<b>Deadline for Receipt of Written Questions</b>	<b>Monday September 15, 2014</b>
<b>Response to Written Questions</b>	<b>Wednesday October 1, 2014</b>
<b>Deadline for Receipt of Written Proposals</b>	<b>Monday 4:00pm CST October 20, 2014</b>
<b>Proposal Evaluation Begins</b>	<b>Wednesday October 22, 2014</b>
<b>Contract Award Announced</b>	<b>Monday November 24, 2014</b>
<b>Contract Negotiations Begin</b>	<b>Monday December 8, 2014</b>
<b>Contract Begins</b>	<b>May 1, 2015</b>

### III. SCOPE OF WORK

#### A. Project Overview

DHH/OCDD EarlySteps System, Louisiana's IDEA-Part C program, provides early intervention services to families that include eligible infants and toddlers (birth to three years old) that have developmental delays or diagnosed medical conditions likely to result in developmental delays.

The contractor selected for this project will serve as SPOE for children referred to EarlySteps. OCDD intends to contract with a maximum of 10 contractors to provide SPOE services, one in each of the 10 OCDD regions. Regional map can be found at [http://new.dhh.louisiana.gov/assets/docs/OrgCharts/LGE\\_DstrctAthrtyMap\\_14.pdf](http://new.dhh.louisiana.gov/assets/docs/OrgCharts/LGE_DstrctAthrtyMap_14.pdf). SPOEs shall provide initial Service Coordination, coordinate eligibility determination for each referred child and family and shall be responsible for the completion of the initial IFSP for each eligible child and family. After eligibility is established, ongoing support coordination shall be provided by FSCs with enrolled Family Support Coordination agencies which continually provide updates to the SPOE with information to enter into the data system. The SPOE shall be the only entity responsible for day-to-day maintenance of the child's electronic record in the Early Intervention Data System (EIDS). The SPOEs shall be the conduit for data to move from the regional level to a single statewide database used to interface with the EIDS. Data reports from the SPOE data system are generated by the Central Finance Office (CFO), OCDD contractor.

Only the SPOEs shall have the right to enter and change data in the system for all parishes in their specified region. Early Intervention Providers (EIPs) will have the right to read their own child data electronically according to DHH/OCDD policy.

- Guidelines for early intervention provider data use are provided in the EarlySteps SPOE/Provider guide located at <https://www.laeikids.com>.

#### B. Deliverables

##### 1. Operate a Referral, Orientation, and Intake Process:

The contractor shall provide qualified and trained Intake Support Coordinators to provide the required services outlined below and to function as the EarlySteps initial point of contact for the designated region.

##### Outcomes:

Outcome 1.1: Referrals will be received by the contractor from a parent, family member, physician, teacher, service providers, agencies, etc. Contractor will respond to each referral within specified timelines, and the following services will be offered: intake coordination via face-to-face interview and/or telephone contact, screening of the child, review of referral information and concerns, access of other health or evaluation information. The contractor must conduct the face-to-face interview with the family in their natural environment unless otherwise arranged with the family and with documentation that supports the family's decision.

Outcome 1.2: Completion of the initial face-to-face interview with the family will include providing the following information: introduction of the family to the EarlySteps system and providing to the family, in the family's primary language or other mode of communication (including in writing), their procedural safeguards and their right to due process under IDEA-Part C in 34 CFR 303.400-438 related to intake and eligibility procedures.



Outcome 1.3: Contractor will receive informed written consent from the parent/legal guardian to participate in the EarlySteps system in order to proceed with the intake process, eligibility process, accessing of information requests and initial IFSP development.

Outcome 1.4: Contractor will request and document receipt of information from appropriate health, medical, educational, and other community services providers with parental consent.

Outcome 1.5: Contractor will complete the family interview and developmental screening of each referred child using the Ages and Stages Questionnaire or other tool approved by EarlySteps for children referred for developmental delay.

Outcome 1.6: Contractor will ensure receipt of all relevant information from the family to complete intake process including: Medicaid eligibility verification, insurance and income verification and eligibility for and referral to other community programs/services.

- The SPOE shall verify Medicaid eligibility according to the requirements specified in Chapter 4 of the Practice Manual located at <http://www.earlysteps.dhh.louisiana.gov>.

Outcome 1.7: Contractor will conduct a determination of need, coordinated with the EarlySteps central and regional office staff, to access the surrogate parent system. The contractor's role shall include: Submitting any such names and addresses to OCDD for appropriate surrogate parent action, using the state-developed form; assisting OCDD in recruiting surrogate parent volunteers; assisting OCDD with local surrogate parent training if necessary; reviewing the child's situation in regards to whether a parent or guardian is present; and determining if a referred child would benefit from a surrogate parent. Within ten (10) business days of the child's initial referral to the contractor, the contractor must complete and return to OCDD the designated form for each child believed to be eligible to receive a surrogate appointment based on the criteria set forth under 34 CFR 303.406. OCDD shall appoint a surrogate parent and inform the contractor of the appointment.

Outcome 1.8: Contractor will send an acknowledgement of receipt of referral form to referral sources using a standard acknowledgement letter provided by EarlySteps.

Outcome 1.9: Contractor will send certified letters to families when contact attempts fail.

**The Contractor shall be subject to and held to the following Performance Indicators:**

- Percentage of referrals processed within 3 business days.
- Percentage of face-to-face interviews with families within 10 business days.
- Percentage of referral acknowledgements sent within 5 business days.
- Percentage of certified letters sent to families after 3 documented contact attempts.
- Accuracy of chart data within acceptable parameters as determined in monitoring activities.
- Parent CQI survey results shall be conducted by the contractor and consistent with targets set for the Louisiana Annual Performance Report (APR) for Indicator 4 for appropriate SPOE region. The APR is posted on the EarlySteps website.

## **Monitoring Activities**

- Review of data from the Early Intervention Data System (EIDS)
- Review of monthly SPOE reports
- Results of parent survey data
- Chart review for required activity documentation

## **2. Conduct Eligibility Determination Process**

The contractor shall coordinate eligibility determination for each child who enters the process following screening, arrange for the eligibility evaluator, early intervention consultant, family, and other multidisciplinary team members as appropriate, and facilitate the eligibility and/or IFSP team meetings. (Approximately 5,100 eligibility evaluations were coordinated by the SPOEs in 2012-13).

### **Outcomes:**

Outcome 2.1: Relevant assessments and evaluations shall be collected from other sources including the referral source.

Outcome 2.2: Appropriate multidisciplinary team shall be assembled to review the referral information and previous assessment/medical information and to participate in the eligibility determination process in accordance with IDEA Part C regulations and EarlySteps policies. This team shall be an in-house multidisciplinary team with experience with evaluating infants and toddlers with disabilities, including the early intervention consultant, and/or shall be selected from the EarlySteps-enrolled early intervention evaluation providers. Payment for the EarlySteps-enrolled evaluators will be billed by them separately according to current EarlySteps process, not through the SPOE contractor.

Outcome 2.3: The determination of eligibility shall be completed as required under IDEA Part C IDEA and state and federal regulations, the EarlySteps Practice Manual and the training modules: Making Informed Decisions, Battelle Developmental-2 Inventory and the Autism Screening module. Autism screening shall be conducted with children 18 months of age and annually thereafter.

Outcome 2.4: Referrals to community supports and resources and other services, including referral for EPSDT case management for children not eligible for EarlySteps, shall be conducted.

### **The Contractor shall be subject to and held to the following Performance Indicators:**

- The contractor shall meet the timelines specified in the RFP. EIDS captures the data based on SPOE performance. Reports shall be generated based on these activities. In addition the SPOE shall submit a monthly performance report which is included as Attachment XI. Accurate completion of data entry results shall be in successfully issued authorizations.
- Percentage of children processed from referral to initial IFSP within 45 calendar days, consistent with targets for APR and regional targets as specified in Attachment VIII
- Parent CQI survey results shall be consistent with targets set in Louisiana APR Indicator 4
- Identification of children shall be referred to EPSDT by the Bureau of Health Services Financing contractor
- Number of eligibility evaluations shall be completed by the multidisciplinary eligibility team

## **Monitoring Activities**

Review of data from the Early Intervention Data System (EIDS)

Review of monthly SPOE reports and self-assessments

Results of parent survey data.

Chart review for required documentation

### **3. Assess family concerns, priorities, and resources and develop initial Individualized Family Service Plan (IFSP)**

The contractor will coordinate the results of the evaluation and assessment process including the family-directed assessment, information collected during the intake process, results of the evaluation and assessment data, using a team-based model, which supports decision-making necessary to develop the IFSP as specified below:

#### **Outcomes:**

Outcome 3.1: Family concerns, priorities and resources shall be accurately reflected in the IFSP following an assessment conducted as part of the eligibility determination process for families of eligible children.

Outcome 3.2: Family chooses Family Service Coordinator and Providers from the Service Matrix.

Outcome 3.3: an IFSP team is assembled which shall consist of the following members:

- Parent(s) of the child
- Other family members, requested by the parent(s)
- An advocate or other person(s) requested by the family,
- The Family Service Coordinator selected by the family at the time of the initial referral, as defined under 34 CFR 303.34 that has been designated responsible for the implementation of the IFSP.
- Person(s) involved in conducting the evaluations and assessments, in-person or through other means, such as participation by telephone conference call or through pertinent records that are available at the meeting. A knowledgeable authorized representative may also attend the meeting as a substitute for the person unable to attend [34 CFR 303.343 (a) (v)], and
- Service providers [34 CFR 303.343 (a) (vi)] as appropriate.

Outcome 3.4: The contractor shall complete the initial IFSP within 45 calendar days of referral that identify child and family priorities according to IFSP requirements.

Outcome 3.5: The contractor shall complete referrals and transition activities for children referred to the OCDD and the local education agency (LEA) prior to the child's 3rd birthday according to EarlySteps and OCDD policy. Referrals to other resource agencies, such as Families Helping Families, Child Care Resource and Referral Agencies, Head Start and Early Head Start, etc., identified during intake process shall be made.

**The Contractor shall be subject to and held to the following Performance Indicators:** The contractor shall complete the activities associated with referral, eligibility determination, and initial IFSP within 45calendar days.

- IFSPs shall complete and shall accurately identify child and family outcomes from assessment process
- Average costs of services within service guidelines
  - EarlySteps utilizes Service Guidelines called IFSP Team services process found in Chapter 6 of the Practice Manual which outlines a process based upon 24 hours of services in 6 months. These are the service guidelines referred to in the RFP from which average per child costs can be determined. Average per child costs are typically \$2100 per child for service costs only. Variations from this guideline are allowable according to the defined process. SPOEs shall follow the guidelines in the development of the initial IFSP so that cost effectiveness is demonstrated.
  - Percentage of IFSPs completed which meet targets for Louisiana APR indicators 1, 2, 7, and 8

### **Monitoring Activities**

- Chart review for hard copy of IFSP, transition meeting and documentation of referrals sent to OCDD and the LEA.
- EIDS data is within established parameters for region according to quarterly EIDS reports
- Corrective Action Plans developed and timely correction of any targets not met
- Monthly report submitted to regional and central office staff. Attachment XI of the RFP outlines the data that EarlySteps requires for monthly reporting by the SPOE.
- Evidence of team process in IFSP development according to signatures of participating members.

#### **4. Provide administrative functions related to collecting family financial information, issuing service authorizations and data entry for the Central Finance Office (CFO).**

The contractor will perform activities which support timely service delivery for enrolled infants and toddlers and accurate, timely data reporting as specified below:

#### **Outcomes:**

Outcome 4.1: Service authorizations shall be submitted to the CFO within 2 business days of the initial IFSP meeting.

Outcome 4.2: Subsequent service authorizations shall be received from and processed for the FSC and service providers within 3 days following an IFSP review /revision.

Outcome 4.3: Each child's Master record shall be maintained as specified below.

Outcome 4.4: Data uploads to CFO shall be conducted according to the established schedule.

Outcome 4.5: Family income information shall be collected during the intake process for entry into EIDS and issuance of the Family Cost Participation Notice Statement. Ongoing financial data entry will occur annually as well.

**The Contractor shall be subject to and held to the following Performance Indicators:**

- Percentage of IFSPs completed which shall meet targets for Louisiana APR Indicators 1, 2, 7, and 8
- IFSP services fully authorized for initial service provision shall occur within 30 days of parent consent. Service providers shall be able to provide timely services following access to service authorizations
- Family Cost Share shall be accurately calculated requiring a minimum of system adjustments following entry

**Monitoring Activities**

Chart review for master copy of IFSP and other documentation for child master record

Provider billing processed by CFO and Medicaid

EIDS data within state-established parameters

**5. Establish and Maintain Record Keeping System according to Federal and State Requirements**

The contractor shall establish and maintain records for each child as well as in support of business operations as specified below:

**Outcomes:**

Outcome 5.1: All early intervention records shall be maintained in accordance with the applicable regulations under IDEA, Family Education Rights and Privacy Act (FERPA) and Education Department General Accounting Rules (EDGAR), including hard copy paper file and electronic file record, as described below, regardless of the outcome of the intake process (i.e. eligible or not, accept or decline services, etc.).

Outcome 5.2: The contractor shall use the Early Intervention data system software (EIDS) operated by the CFO contractor for accurate data entry as the link between the contractor's records and the EIDS. EIDS is provided at no cost to the contractor.

Outcome 5.3: All notices of actions and consents; family support coordination documentation including meeting notifications, IFSP reviews/evaluations, new IFSPs, correspondence, family income information, and releases in the hard copy file record in the format required shall be maintained.

Outcome 5.4: Required EarlySteps forms shall be utilized for record keeping according to the instructions provided in the EarlySteps Practice Manual.

Outcome 5.5: Data entry in EIDS shall be accurate such that OCDD is able to:

- Identify gaps in the local service delivery system and the need for resource development, personnel recruitment, etc.;
- Conduct financial forecasting, fund acquisition, and other reporting functions accurately
- Verify required system components (e.g. IFSP, releases, consents, etc.) are completed according to state and federal regulations.
- Submit eligibility verification and prior authorization data to Molina the fiscal intermediary for the Bureau of Health Services Financing.

Outcome 5.6: All child and family information, medical records, and data elements collected, maintained or used in the administration of the contract from unauthorized disclosure as set forth under 34 CFR 303.406 shall be protected according to:

- Safeguards that restrict the use or disclosure of information concerning children and families to purposes directly connected with the administration of the contract.
- Records, reports, documentation, data, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Louisiana.
- Information gained by the contractor as a result of the activities conducted under the contract shall be confidential, and no reports, documentation, or material prepared as required by or obtained through the contract shall be released to the public without the prior written consent of OCDD and must include the identification of EarlySteps, OCDD and the State of Louisiana.
- Signatures obtained from all employees or subcontractors of the contractor agreeing to the confidentiality provisions of the contract as required by the OCDD.

Outcome 5.7: Financial, time, and accounting records and evidence pertaining to the contract shall be maintained in accordance with generally accepted accounting principles and other procedures as specified by DHH/OCDD. These records must be made available to DHH/OCDD, and/or its designees, and the legislative auditor during the contract period, any renewal period, and for the period of time specified below for retention of records.

Outcome 5.8: Books, records, evidence, and other documents relevant to the contract shall be securely stored for a period of four (4) years after final payment and the completion of an audit (if an audit is performed). Any records or documents involved in, related to, or required for any litigation, claim, negotiation, audit, or other such action must be retained until the resolution of the action, or until four years have passed after final payment and completion of any required audit, whichever is later. The contractor shall allow authorized representatives of the State of Louisiana agencies and the federal government to inspect these records upon request.

**The Contractor shall be subject to and held to the following Performance Indicators:**

- Records shall be complete, accurate and meet Federal and State Requirements.
- Hard copy documentation shall be consistent with EIDS data.
- Records shall be maintained according to the required timelines

**Monitoring Activities**

- Chart Review
- Agency Audits
- Data Report Reviews

**6. Hire and Train staff to meet functions of SPOE office (see Attachment VI for Job Descriptions)**

The Contractor will conduct activities which meet personnel requirements and needs of the region as specified below. Key personnel commitments made in the contract shall only be changed with prior written approval of DHH/OCDD. The contractor shall be responsible for the training and education of new personnel at the contractor's expense. DHH/OCDD shall not be liable for any cost related to the training or education of new or substitute staff.

**Outcomes:**

Outcome 6.1: Personnel shall be hired, trained and demonstrate effective service provision as required in the contract and meet qualifications specified.

Outcome 6.2: Appropriate number of staff shall be hired necessary to provide all required services.

Outcome 6.3: Staff members that meet specified qualifications shall be hired.

Outcome 6.4: Additional necessary support shall be provided by the contractor which (such as data support) to assist the Intake Service Coordinators in providing the services required herein.

Outcome 6.5: If requested by DHH, the contractor and/or sub-contractor shall provide all necessary authorizations for the background checks for all personnel. The contractor must arrange for background checks for required staff according to requirements of the Department of Children and Family Services. This requirement states that an employee or subcontractor of the contractor must pass a background check prior to employment and or initiation of a contract and every three years thereafter or according to the requirements of RS 49:950 et seq. (The State reserves the right to conduct a background check on any contractor or sub-contractor personnel).

**The Contractor shall be subject to and held to the following Performance Indicators:**

- All staff meets specified qualifications with supporting documentation.
- Adequate staffing of program results in timeline requirements being met according to APR Indicators 1, 7, and 8.

**Monitoring**

Chart Review -Personnel files

EIDS reports

Staff Training Records

Verification of Background Checks

**7. Ensure that all licensing and training requirements are met according to the *Case Management Services Provider Manual, reissued 7/01/2002.***

The contractor will arrange and/or provide case management training and EarlySteps training as specified below:

**Outcomes:**

Outcome 7.1: Each Intake Service Coordinator and Intake Service Coordinator/Early Intervention Consultant-Supervisor shall complete required licensing and EarlySteps training as specified below and participate in any required meetings. In addition, the intake service coordinators must adhere to the requirements of the EarlySteps Practice Manual.

EarlySteps Training Requirements shall include the following:

- Module 1: Orientation—*EarlySteps: A New Look*
- Module 2: Evaluation and Assessment—*Making Informed Decisions* on-line module and with a face-to-face component (when available) through EarlySteps
- Module 3: *Spectrum of Child Development*
- Module 4: *Family-Centered Practices*
- Module 5: *Introduction to Teaming Practices*
- Module 6: *Introduction to the Individualized Family Services Plan* on-line and Individualized Family Service Plan Process-a face-to-face component, when available.
- Module 7: *Concerns, Priorities and Resource Process*, a face-to-face training activity, when available
- Module 8: *Talking to Families about their Rights*, an online module
- Face-to-Face Orientation to EarlySteps by Regional Coordinator
- Technical Assistance provided at a minimum of 1 hour per month with the Regional Coordinator in region served; meetings may increase based on the SPOE needs. All SPOE staff will be required to attend scheduled meetings.
- SPOE software training
- Additional training as required by DHH/OCDD

Additional Case Management Licensing Training Requirements:

Orientation- at least sixteen (16) hours must be provided to all staff, volunteers, and students within five (5) working days of employment. A minimum of eight (8) hours of the orientation training must cover orientation to early intervention including, but not limited to, specific service needs and resources. This orientation must include, at a minimum:

- Case Management Provider policies and procedures.
- Medicaid and other applicable DHH policies and procedures.
- Confidentiality.
- Documentation in case records.
- Parents' Rights under IDEA Part C.
- Recipient rights protection and reporting of violations.
- Recipient abuse and neglect reporting policies and procedures.
- Recognizing and defining abuse and neglect.
- Emergency and safety procedures.
- Data management and record keeping.
- Infection control and universal precautions.
- Working with the early intervention population.
- Professional ethics.
- Outcome measures.

Outcome 7.2: In addition to the required sixteen (16) hours of orientation, all new employees without documented training must receive an additional minimum sixteen (16) hours of training during the first ninety (90) calendar days of employment. This training must be related to the population of infants and toddlers with disabilities to be served, must include specific knowledge, skills, and techniques, and must include the training modules listed above.



Outcome 7.3: An individual with demonstrated knowledge of both the training topics and the target population shall provide this training. This training must include the following at a minimum:

- Assessment techniques.
- Support and service planning.
- Support and service planning for children with complex medical needs
- Resource identification.
- Interviewing and interpersonal skills.
- Data management and record keeping.
- Communication skills
- Cultural awareness.
- Personal outcome measures.

Outcome 7.4: New employees shall not assume service coordinator responsibility until the orientation is satisfactorily completed. This additional training may be counted as part of the required 40 annual hours. The following is a list of suggested additional topics for training:

- Nature of illness or disability, including symptoms and behavior.
- Pharmacology.
- Potential array of services for the population.
- Building natural support system.
- Family dynamics.
- Developmental life stages.
- First aid/CPR.
- Signs and symptoms of mental illness, alcohol, and drug addiction, mental retardation/developmental disabilities and head injuries.
- Monitoring techniques.
- Advocacy.
- Behavior management techniques.
- Values clarification/goals and objectives.
- Available community resources.
- Cultural diversity.
- Health management.
- Team building/interagency collaboration.
- Transition/closure.
- Facilitating team meetings.
- Stress and time management.
- Legal issues.
- Outcome measures.

Outcome 7.5: Individuals who supervise Intake Service Coordinators must complete a minimum of 40 hours of training a year. Suggested topics for supervisory training include:

- Professional ethics
- Process for interviewing, screening, and hiring staff
- Orientation/in service training of staff
- Evaluating staff
- Approaches to supervision
- Managing caseload size
- Conflict resolution
- Documentation
- Time management

The contractor shall print EarlySteps Practice Manual and any updates and shall make them available to all of the contractor's staff. Verification of training on the program practice manual shall be documented by the contractor. The manual is available on the website at <http://www.earlysteps.dhh.louisiana.gov/>.

**Contractor shall be subject to and held to the following Performance Indicators:**

- Personnel records shall include - Time, date, trainer, trainer's qualifications and agenda signed by supervisor, documentation of training provided by outside entities or organizations to include certificate of attendance signed by trainer or training organizations.

**Monitoring Activities**

- Personnel File Review
- Attendance records
- Training and Supervision Logs

**8. Ensure quality of data reporting and quality assurance**

The contractor will develop and implement quality management strategies which assure quality of contractor and EarlySteps system implementation and accuracy of data entry and reporting as follows:

**Outcomes:**

Outcome 8.1: Written procedures must be developed for performance of the services, as required herein, within 90 calendar days of the initiation of the contract which reflect provisions of the EarlySteps system in a prompt, professional, family-centered, equitable, consistent, and culturally competent manner that ensures:

- Each referred child shall be guaranteed equal and timely access to the services available through the EarlySteps system or referred to other appropriate services, regardless of the nature of the child's disability or the degree of disability, family educational/socioeconomic status, primary language or geographic location.
- Families shall receive accurate and timely information, knowledge of choices or options available, and shall be given an explanation of their rights, opportunities and responsibilities under both Part C federal law and state law.
- Collaborative relationships with referring agencies, providers and other community agencies are developed which support the EarlySteps team-based service delivery model.
- Access for children and their families to systems and services that will assist in meeting their needs including those related to the child's developmental concerns as well as enhancing the family's capacity in meeting the needs of their child.
- Confidentiality of data, including medical records, payment information, child and family information, and early intervention service records shall be maintained
- Data shall be entered accurately and in a timely manner
- A written plan for conducting a self-evaluation and report findings to OCDD shall be developed and implemented by the Contractor throughout the Contractor's organization.
- A written approved Quality Enhancement Plan that engages in learning or collecting performance information to determine how well they are meeting the Contractor's goals; responding or acting in ways to improve performance, implementing or activating a plan that has well defined goals and objectives, and evaluating and monitoring the implementation of the quality project

**Outcome 8.2:** Data management shall result in accurate data reporting which meets state and federal requirements such that:

- Procedures which ensure confidentiality of all contents including medical records, payment information, child and family information, and early intervention service records shall be implemented.
- Reporting requirement established by OCDD including monthly reports, corrective action plans, self-assessments and Individual Family Service Plans (IFSPs) shall be met.
- Procedures shall ensure timely, accurate input of data into EIDS.

**The Contractor shall be subject to and held to the following Performance Indicators:**

A policy manual must be developed within 90 days of contract initiation which shall include, but shall not be limited to, the following:

- Anti-discrimination
- Evaluations
- Promotion
- Disciplinary actions
- Termination
- Employee grievances
- Continuous quality management
- Training requirements

A written Quality Enhancement Plan must be developed within 90 days of contract initiation and approved by OCDD which shall include:

- Contractor's vision and mission
- Establishing a Quality Council
- Establishing an Organizational Infrastructure to Support Quality
- QM Policy and procedures
- Evaluating Fidelity of Implementation of the Contractor's plan and updates
- Quality management committee which includes stakeholders
- Data collection and analysis
- Procedures for conducting self-evaluation and other quality enhancements and procedures to report findings to OCDD according to established guidelines
- Training
- Procedures for determination of consumer satisfaction and means to address concerns identified

**Monitoring Activities:**

Review of policy manuals and quality assurance guidelines

Data reporting meets schedules and results within expected parameters

**9. Location of Active Office with Full Time Personnel**

The contractor shall establish a physical office location within the OCDD "region" for which the contract is awarded and where full and part-time personnel will be housed. The office must be fully operational to meet contract requirements within 30 calendar days from the start date of the contract if a current SPOE or 90 days for any new SPOEs awarded a contract. The office must provide:

- Availability during business hours (8:00 am to 4:30 pm CST) 52 weeks per year, except for legal State holidays.
- Telephone answering service during closed office hours, checked and responded to daily. All calls will be responded to daily (except weekends and holidays).
- Office hours posted on office door.
- A location that is accessible and in compliance with the Americans with Disabilities Act.

Any modifications to this requirement must be approved in advance by the EarlySteps contract monitor.

### **C. Liquidated Damages**

1. In the event that 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. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, DHH may reassert the assessment of liquidated damages, even following contract termination.
  - a. Late submission of any required report - \$50 per working day, per report.
  - b. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
  - c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
  - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - a. The duration of the violation;
  - b. Whether the violation (or one that is substantially similar) has previously occurred;
  - c. The Contractor's history of compliance;
  - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
  - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

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

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

## **E. Technical Requirements**

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to DHH on a regular schedule in XML format. Final determination of relevant data will be made by DHH based on collaboration between both parties. The schedule for transmission of the data will be established by DHH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP by the contractor to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

- The contractor shall procure and maintain hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- The contractor shall adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- Unless explicitly stated to the contrary, the contractor shall be responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor shall also be responsible for expenses required for DHH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses shall be inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)
- Any contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All contractor utilized computers and devices must:
  - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
  - Have installed all security patches which are relevant to the applicable operating system and any other system software.
  - Have encryption protection enabled at the Operating System level.

## **F. Subcontracting**

1. The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal.
2. Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
3. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

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

#### **G. Compliance With Civil Rights Laws**

1. The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
2. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### **H. Insurance Requirements**

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

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

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

##### **2. Workers' Compensation Insurance**

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

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

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

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

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

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

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

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

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

### **I. Resources Available to Contractor**

The Office for Citizens with Developmental Disabilities/EarlySteps will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

### **J. Contract Monitor**

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

**Brenda B. Sharp, Program Manager**

EarlySteps

Office for Citizens with Developmental Disabilities

Department of Health and Hospitals

628 N. Fourth Street / PO Box 3117

Baton Rouge, LA 70821-3117

## **K. Term of Contract**

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be for a period of 3 years. With all proper approvals and concurrence with the successful contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Subsequent to the extension of the contract beyond the initial 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of Contractual Review (OCR) to extend contract terms beyond the initial 3 year term. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the director of the Office of Contractual Review. Total contract term, with extensions, shall not exceed five (5) years.

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

## **L. Payment Terms**

1. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices shall be subject to approval of EarlySteps Program Manager of approval authority. Continuation of payment shall be dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Department of Health and Hospitals of the payment task and approval of an invoice. DHH will make every reasonable effort to make payments within **30 calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

## **IV. 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**

1. The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.



2. 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. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

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

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject all proposals received in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of Contractual Review.

In accordance with the provisions of R.S. 39:2192, 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 following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); Title 39, Chapter 16 (professional, personal, consulting, and social services procurement); or Title 39, Chapter 17 (Louisiana Procurement Code).

#### **E. Contract Award and Execution**

1. The Secretary of DHH reserves the right to:
  - a. Make an award without presentations by proposers or further discussion of proposals received.
  - b. To enter into a contract without further discussion of the proposal submitted based on the initial offers received.
  - c. Contract for all or a partial list of services offered in the proposal.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
4. If the contract negotiation period exceeds 30 calendar days or if the selected Proposer fails to sign the final contract within 30 calendar days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

## **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. All assignments must be approved of by the Department.

## **G. Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule; Has a satisfactory record of integrity, judgment, and performance; and
4. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
5. Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

## **H. Proposal and Contract Preparation Costs**

The proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of Contractual Review. The proposer shall not include these costs or any portion thereof in the proposed contract cost. The proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

## **I. Errors and Omissions**

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

## **J. 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.

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

Relevant material related to this RFP will be posted at the following web address:

<http://www.earlysteps.dhh.louisiana.gov>. Materials include manuals, the State Performance Plan, Annual Performance Report, Regional staff office locations, links to the Service Provider Matrix and other resources including IDEA requirements and policies.

Guidelines for early intervention provider data and all reimbursement rates for EarlySteps Services can be found at <https://www.laeikids.com>.

## **L. Proposal Submission**

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer **shall** submit one (1) original hard copy (the Certification Statement must have original signature signed in ink) and should submit one (1) electronic copy (cd or flash drive) of the entire proposal and six (6) hard copies of the proposal. Proposer may provide one electronic copy of the Redacted (cd or flash drive). No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

### **If courier mail or hand-delivered:**

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

### **If delivered via US Mail:**

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

## **M. Proprietary and/or Confidential Information**

1. Pursuant to the Louisiana Public Records Act (La. R.S. 44:1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification, including protections sought for proprietary and/or trade secret information. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

## **N. 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.

## **O. Requested Proposal Outline:**

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

## **P. Proposal Content**

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
  - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH/OCDD/EarlySteps as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal. It should state which regions the proposer will provide services.
  - b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.

- c. This section should also include the following information:
  - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
  - ii. Name and address of principal officer;
  - iii. Name and address for purpose of issuing checks and/or drafts;
  - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
  - v. If out-of-state proposer, give name and address of local representative; if none, so state;
  - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
  - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
  - viii. Proposer's state and federal tax identification numbers..
  - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)
- d. The following information ***must*** be included in the proposal:
  - i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

5. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement services in each region proposed 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 timeframe for hiring staff based on the award date in the schedule of events.
- b. 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.
- c. Provide a strategic overview including all elements to be provided.
- d. 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. Indicate the number and type of staff classification to be employed per region proposed.
- e. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- f. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.

- g. Describe approach and strategy for project oversight and management.
- h. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- i. Demonstrate an understanding of and ability to implement data collection as needed.
- j. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- k. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- l. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- m. Identify all assumptions or constraints on tasks.
- n. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- o. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- p. The proposer should clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- q. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- r. Document that software requirements can be fulfilled with the contractor's IT system.
- s. The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.
- t. If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work

## 6. Relevant Corporate Experience

- a. The proposal should indicate the proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 24 months. References shall 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.
- g. Proposers should submit the number of positions that proposer will fill or subcontract in order to meet the services requirements in the RFP. The proposer should consider that sufficient coverage must be available for evaluations and for team meetings in order to meet the strict 45 calendar day time requirements for completion of eligibility and IFSP.

h. Proposers should provide adequate justification to explain the number and type of positions proposed. .

**8. Additional Information**

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

**9. Corporate Financial Condition**

a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

**10. Cost and Pricing Analysis**

a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.

b. Proposers shall submit the breakdown in a similar format and for each region proposed to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined. Travel expenses, must follow Louisiana Travel Policy, PPM 49 found at <http://www.doa.louisiana.gov/osp/travel/traveloffice.htm> .

c. The Proposer shall submit costs by region proposed to be served. Cost may vary per region.

**Q. Waiver of Administrative Informalities**

The Department of Health and Hospitals reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

**R. Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator



## V. Evaluation and Selection

### A. Evaluation Process

The following process 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 Office of the Secretary Division of Fiscal Management
3. Scoring will be based on a possible total of 100 points. The proposal with the highest total score per region will be recommended for award.
4. Cost Evaluation:
  - a. The proposer with the lowest total cost for all three years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:  
$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score  
LPC = Lowest Proposal Cost of all proposers  
PC = Individual Proposal Cost
  - b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

### 5. Hudson/Veteran Small Entrepreneurship Program

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

#### b. Proposer Status and Reserved Points:

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

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

### 6. Evaluation Criteria and Assigned Weights

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

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

**B. On Site Presentation/Demonstration**

Not Required for this RFP.

**C. Evaluation Team**

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

**D. Administrative and Mandatory Screening**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be excluded from further consideration.

**E. Clarification of Proposals**

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a proposer’s proposal.

**F. Announcement of Award**

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score by region.
2. The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.
3. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq*), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within **14 days** after the award has been announced by the agency.
5. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## **VI. SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **A. Confidentiality of Data**

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by DHH and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DHH. The identification of all such confidential data and information as well as DHH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DHH in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by DHH to be adequate for the protection of DHH's confidential information, such methods and procedures may be used, with the written consent of DHH, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the ***Department of Health and Hospitals***.

### **B. Taxes**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract

### **C. Fund Use**

Contractor agrees not to use contract proceeds 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 Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **VII. CONTRACTUAL INFORMATION**

### **A. Contract**

The contract between DHH and the Contractor shall include the standard DHH contract form CF-1 (Attachment III) 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. In addition to the 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 first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

**4. Entire Agreement**

This contract, together with the RFP and its amendments 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. Corporation Requirements**

If the contractor is a corporation, the following requirements must be met prior to execution of the contract:

- a. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- 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 Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

**9. Contract Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

**10. Right To Audit**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

**11. Contract Modification**

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

**12. Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

**13. Applicable Law**

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

**B. Mutual Obligations and Responsibilities**

The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

**C. Retainage**

The Department shall secure a retainage of 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. Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

## **D. Indemnification and Limitation of Liability**

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
2. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **E. Termination**

### **1. Termination For Cause**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

### **2. Termination For Convenience**

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

### **3. Termination For Non-Appropriation Of Funds**

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

## **F. Independent Assurances**

1. The State of Louisiana, Department of Health and Hospitals/ OCDD will also require the Contractor and /or subcontractors, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. The contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.
2. These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit firm will submit to the Contractor a final report on controls placed in operations for the project and shall include a detailed description of the audit firm's tests of the operating effectiveness of controls.
3. The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. When required by Office of Public Health, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State. The Contractor shall bear all costs of the audit.

### **Attachments:**

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. DHH Standard Contract Form (CF-1)**
- IV. HIPAA BAA**
- V. Cost Breakdown Template**
- VI. Job Descriptions**
- VII. Monthly Invoice**
- VII. Child Count and Referral Numbers by Region**
- IX. Monthly Report**
- X. Regional Map**





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

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

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

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

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

**Proposer Status and Reserved Points**

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

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

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

The statutes (R.S 39:2171 *et seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504> and the statutes (R.S 39:2001 *et seq.*) concerning the Hudson Initiative may be viewed at: <http://legis.la.gov/lss/lss.asp?doc=96265> The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index 2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

## CERTIFICATION STATEMENT

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least **120** days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **30** days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

**Authorized Signature:**

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

**Print Name:**

**Title:**

DHH - CF - 1  
Revised: 2011-06

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

**CFMS:  
DHH:  
Agency #**

**AND**

**FOR**

Personal Services  Professional Services  Consulting Services  Social Services

1) Contractor (Legal Name if Corporation)			5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits)		
2) Street Address			6) Parish(es) Served		
City	State	Zip Code	7) License or Certification #		
3) Telephone Number			8) Contractor Status		
4) Mailing Address (if different)			Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No		
City	State	Zip Code	8a) CFDA#(Federal Grant #)		

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

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

13) Maximum Contract Amount

14) Terms of Payment

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

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name	Last Name
	Title	Phone Number

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

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

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

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

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

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

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

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

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

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

<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME</b>	
<b>TITLE</b>	

<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME</b>	
<b>TITLE</b>	

<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME</b>	
<b>TITLE</b>	

<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME</b>	
<b>TITLE</b>	

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

1. The Louisiana Department of Health and Hospitals (“DHH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
  - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
  - B. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
  - C. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
  - D. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or subcontractors’ actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of DHH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH’s obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to



PHI in accordance with 45 CFR § 164.526.

13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between DHH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between DHH and contractor.
16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

### Cost Template Year 1

**Instructions:**

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

Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP.

Region Proposed ____	Hourly Rate/Monthly Cost	Annualized Total
<b>SPOE Staff</b> (Salary, Wages) (list by position)		
Program Director		
El Consultant and/or Supervisor		
Intake Service Coordinator(s)		
Data Management/Admin. Clerk		
Contracted Staff (list by position)		
<b>Benefits</b>		
<b>Travel</b> (must be in accordance with PPM 49)		
<b>Operating Costs:</b>		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
<b>Supplies (List)</b>		
<b>Professional Services (list)</b>		
<b>Other Direct Costs (list)</b>		
<b>Indirect/Admin. Costs</b>		
<b>Year 1 Total</b>		

\* Position may be employed or contracted with the SPOE according to Attachment VI of the RFP

## Cost Template Year 2

Region Proposed _____	Hourly Rate/Monthly Cost	Annualized Total
<b>SPOE Staff</b> (Salary, Wages) (list by position)		
Program Director		
El Consultant and/or supervisor		
Intake Service Coordinator(s)		
Data Management/Admin. Clerk		
Contracted Staff (list by position)		
<b>Benefits</b>		
<b>Travel</b> (must be in accordance with PPM 49)		
<b>Operating Costs:</b>		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
<b>Supplies (List)</b>		
<b>Professional Services (list)</b>		
<b>Other Direct Costs (list)</b>		
<b>Indirect/Admin. Costs</b>		
<b>Year 2 Total</b>		

### Cost Template Year 3

Region Proposed ____	Hourly Rate/Monthly Cost	Annualized Total
<b>SPOE Staff</b> (Salary,Wages) (list by position)		
Program Director		
El Consultant and/or Supervisor		
Intake Service Coordinator(s)		
Data Management/Admin. Clerk		
Contracted Staff (list by position)		
<b>Benefits</b>		
<b>Travel</b> (must be in accordance with PPM 49 )		
<b>Operating Costs:</b>		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
<b>Supplies (List)</b>		
<b>Professional Services (list)</b>		
<b>Other Direct Costs (list)</b>		
<b>Indirect/Admin. Costs</b>		
<b>Year 3 Total</b>		

### Total Cost Template

Proposers shall complete a total cost proposal in the following format to be considered for award. If it is not completed, the Proposer will be disqualified from consideration

**Instructions:** Proposal shall include all costs of successful implementation of all deliverables outlined in the RFP. Enter total proposed cost for successful implementation for all 3 years that is being proposed.

<b>Region Proposed _____</b>	
<b>Year 1</b>	<b>\$</b>
<b>Year 2</b>	<b>\$</b>
<b>Year 3</b>	<b>\$</b>
<b>3 Year Total Cost</b>	<b>\$</b>

## JOB DESCRIPTIONS

**The Contractor shall provide staff that meets or exceeds the following qualifications. The Contractor may hire an early intervention consultant who can also function as the intake service coordinator supervisor; two separate positions to fulfill these roles are not required. If one position is filled, the qualifications of the early intervention consultant must be met.**

### **A, Intake Service Coordinator**

#### **Qualifications: Intake Service Coordinator**

A Bachelor's or Master's degree in one of the following human service fields, from an accredited institution in the areas of:

- Social work from a program accredited by the Council on Social Work Education
- Nursing (RN) currently licensed in Louisiana (one year of paid experience will substitute for the Bachelor's or Master's degree)
- Other human services related field, including: psychology, education, counseling, social services, sociology, philosophy, family and consumer sciences, criminal justice, rehabilitation services, child development, substance abuse, gerontology, and vocational rehabilitation, and child life and family studies
- General Studies with a major concentration in either of the above listed human services fields
- Liberal arts or general studies with a concentration of at least 16 hours in one of the human services related fields listed above.

#### **Documentation requirements for Intake Service Coordinator records**

Personnel records of each Intake Service Coordinator must include the following:

- Application/resume/References
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting/verification of background check
- Verification of training

The Intake Service Coordinators at each SPOE will be responsible for facilitating the process for a child and family from referral through the intake and eligibility determination process to the completion of a child's initial Individualized Family Service Plan (IFSP). After completion of the IFSP, a Family Support Coordinator (FSC) will be responsible for ongoing coordination of early intervention services and other services that the child needs. The FSC shall be responsible for IFSP reviews and annual re-determination of eligibility and completion of the annual IFSP's.

Specific Intake Service Coordination responsibilities shall include:

1. Processing referrals received to determine eligibility.
2. Assisting parents of eligible children in gaining access to all services identified in the Individual Family Service Plan (IFSP).
3. Assemble appropriate multidisciplinary eligibility team for eligibility determination.
4. Ensuring appropriate IFSP teams are established to determine appropriate levels of services.
5. Ensuring that the services listed on the IFSP meet the individual child and family needs identified during the assessment process.
6. Coordinating the provision of early intervention services and other services (such as medical services for purposes other than diagnostic and evaluation reasons) that the child needs or are being provided.
7. Facilitating the timely delivery of available services.
8. Ensuring that each child is appropriately transitioned at program exit.

Intake coordinators may work part time as long as caseload, program availability, and timeline requirements are met.

## **B. Intake Service Coordinator Supervisor**

### **Qualifications: Intake Service Coordinator Supervisor**

1. Bachelor's or Master's degree in Social Work from a program accredited by the Council on Social Work Education

AND

Two (2) years of paid degree experience in providing case management services;

OR

Bachelor's or Master's degree in nursing (RN) (one year of experience will substitute for either degree)

OR

2. Bachelor's or Master's degree in a human service-related field, including psychology, education, counseling, social services, sociology, philosophy, family and consumer sciences, criminal justice, rehabilitation services, child development, substance abuse, gerontology, and vocational rehabilitation

AND

Two years of paid post degree experience in providing case management services

### **Documentation requirements for Intake Service Coordinator Supervisor**

Personnel records of each Intake Service Coordinator Supervisor must include the following:

- Application/resume/references
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by Supervisor
- Salary documentation
- Fingerprinting/verification of background check
- Documentation of training

### **Supervision**

Effective supervision shall include direct review, assessment, teaching and monitoring of family-centered practices, problem solving, and feedback regarding the performance of service coordination services. Supervisors shall be responsible for assuring quality services, managing assignments of caseloads, directing staff in meeting outcomes, and arranging for training (as appropriate). The supervisor, according to the SPOE's written policy on performance evaluation, must evaluate intake Service Coordinators at least annually.

### **Intake Service Coordinator Supervisor responsibilities**

- Must be employed 40 hours per week.
- Must provide individual, face-to-face sessions to review cases, assess performance, and provide feedback for improving performance. This individual supervision must occur at least one time per week per Intake Coordinator for a minimum of one hour.
- Must have group meetings with all service coordination staff to problem-solve, provide feedback, and collegial support.
- Must have joint sessions in which the supervisor accompanies an Intake Service Coordinator to meet with a family for purposes of teaching, coaching, and giving feedback to the Intake Service Coordinator regarding performance.
- Must provide case record review. A minimum of 10% of each Intake Service Coordinator's caseload must be reviewed for completeness, compliance with licensing standards, and quality each month.
- Must provide completion of self-assessment of staff as defined by EarlySteps.
- The supervisor shall be accountable for the training, experience and activities of the Intake Service Coordinator and will be responsible to develop and implement an Individual Employee Supervision Plan (IESP) that designates the training, field experience, and peer relationships for a period of no less than (1) year. The supervision must include the following:
  - Supervise the Intake Service Coordinator on a daily basis for a period of three months.
  - After the three months, an assessment shall be completed to identify areas on which to focus training and supervision. If all areas are covered in the first 3-month period, supervision may begin occurring less frequently,

but shall be no less than 3 times per week for the remainder of year of training.

The SPOE Supervisor is responsible for reviewing and signing case record such that supervision is adequately documented. This shall include signing each document or using a form which shows what was reviewed and supervised.

### **Documentation of Supervision**

- Each supervisor shall maintain a file on each Intake Service Coordinator supervised that contains:
- Date, time, and content of the supervisory session; and
- The results of the supervisory case review which shall address completeness and adequacy of records, compliance with standards, and effectiveness

### **C. Early Intervention (EI) Consultant:**

#### **Qualifications: Early Intervention Consultant**

1. Master's degree in one of the following: early childhood education, child development, occupational therapy, physical therapy, speech language pathology, nursing, psychology, or social work. An individual who holds a Master's degree and a certificate in Early Intervention shall also meet the educational qualification.

AND

2. 3 years experience as an early intervention provider, working in a developmental service delivery model for early intervention with children ages birth through two with disabilities.

AND

3. Employed by or contracted through an Early Steps System Point of Entry

Each SPOE must have or contract with an Early Intervention Consultant on staff. This individual(s) will perform the following duties:

- a. The EI Consultant(s) will assist with eligibility determination by interpreting and synthesizing child information with the Eligibility team.
- b. The EI Consultant(s) will assist staff with identification of additional information needed for eligibility or IFSP development.
- c. The EI Consultant(s) will assist SPOE staff to interpret assessment reports and what results mean for IFSP development.
- d. The EI Consultant(s) will assist IFSP teams with the development of intervention strategies and services through a consultative model of service delivery, including the determining the frequency and intensity of services and mode of service delivery.
- e. The EI Consultant(s) will review IFSPs and revisions for appropriate early intervention strategies and services
- f. The EI Consultant(s) shall work with Regional Coordinator to develop technical assistance to the IFSP team that addresses issues identified in the review.

#### **Documentation requirements for Early Intervention Consultant**

Personnel records of each Early Intervention Consultant must include the following:

- Applications/resume/references
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting/background check verification
- Training completed
- Documentation of training



#### **D. Project Director/Manager**

##### **Qualifications: Project Director/Manager**

1. Bachelor's or Master's degree in a human services-related field or equivalent based on experience with early intervention and/or early childhood program management.

The Project Director/Manager shall be responsible for overall management of the SPOE including:

- Oversight of program development and operations
- Program reporting according to requirements of the contract deliverables
- Hiring and general supervision of staff
- Continuous quality assurance of program requirements, including development and implementation of program policies and procedures.
- Participation in EarlySteps program development with OCDD and the SICC
- Budget oversight and reporting
- Meeting contract requirements
- Representing EarlySteps at the regional and state level in coordination with other state initiatives such as the Early Childhood Care and Education Network and OCDD System Transformation.

##### **Documentation requirements for Project Director/Manager**

Personnel records of each Project Director/Manager must include the following:

- Applications/resume/references
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting/background check verification
- Training completed
- Documentation of training

#### **E. Data Management/Administrative Clerk**

##### **Qualifications: Data Management/Administrative Clerk**

1. Experience with data entry and administrative clerical responsibilities.

The data management/administrative clerk shall be responsible for data entry, general SPOE clerical activities including:

- Assisting the program manager and staff with processing required paperwork
- Conducting data entry activities according to contract requirements
- Responding to phone calls from families, referral sources, and the general public about EarlySteps including interpreting requests and handling calls appropriately
- Processing required reports and other data management requirements according to the required schedules.
- Processing confidential information appropriately and according to federal and state requirements
- Handling purchasing of materials and supplies according to program guidelines and within contract budget
- Performing personnel management functions according to SPOE agency policies: time, travel, schedules, etc.

**Documentation requirements for Data Management/Administrative Clerk**

Personnel records of each Data Management/Administrative Clerk must include the following:

- Applications/resume/references
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting/background check verification
- Training completed
- Documentation of training

**Part C - System Point of Entry  
Sample Monthly Invoice**

Agency Name:  
**CFMS #:**  
Contact Person:  
Address:

Phone:  
Email:

**Month:** \_\_\_\_\_

Vendor#: \_\_\_\_\_

**Invoice #:** \_\_\_\_\_

**SPOE Region:**  2  **PROGRAM:**  EARLYSTEPS

**Date:** \_\_\_\_\_

Categories	Approved Amount	Previously Billed	Current Expenses	Balance Remaining
Personnel		\$ -	\$ -	\$
Related Benefits		-	-	
Travel		-	-	
Operating Supplies		-	-	
Supplies		-	-	
Professional Services				
Capital Assets		-	-	
Administrative		-	-	
Total		\$ -	\$ -	\$

**CONTRACTOR'S CERTIFICATE**

"This is to certify that the information contained on this form is true, accurate and complete and that expenditures shown above were made for the furtherance of and in conformity with the contractual agreement with DHH/OCDD."

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
OCDD Approval Signature

\_\_\_\_\_  
Date

225-342-0095

\_\_\_\_\_  
Contact Phone #

**Child Count and Referral Numbers by Region**

These data are to be used by proposers to project the positions and staff needed to meet the deliverables.

The chart below provides the average child count by age and region.

<b>Region</b>	<b>Birth to 1 year</b>	<b>Age 1-2 years</b>	<b>Age 2-3 years</b>	<b>Total</b>
1	102	150	116	368
2	105	200	176	481
3	127	233	206	566
4	106	198	159	462
5	66	105	91	262
6	43	69	65	177
7	81	184	161	426
8	126	214	155	494
9	128	242	196	566
10	85	165	130	380
<b>Total</b>	<b>969</b>	<b>1759</b>	<b>1454</b>	<b>4182</b>

The chart below reflects the number of Referrals by age and region

<b>Region</b>	<b>Referrals</b>	<b>B-1</b>	<b>1-2 y</b>	<b>2-3 y</b>	
1	891	80	190	145	
2	962	55	144	242	
3	1254	87	164	248	
4	1693	97	193	224	
5	697	42	75	89	
6	844	28	69	97	
7	1493	45	138	284	
8	1306	95	163	256	
9	1235	114	222	280	
10	973	65	127	159	
<b>Total</b>	<b>11348</b>	<b>708</b>	<b>1485</b>	<b>2024</b>	<b>4,217</b>





# Regional Map

