

**STAFF AUGMENTATION FOR LOUISIANA STATE DEPARTMENT OF
HEALTH AND HOSPITALS LOUISIANA MEDICAID MANAGEMENT
INFORMATION SYSTEM SERVICES AND MEDICAID ELIGIBILITY
DATA SYSTEM**

305PUR-DHHRFP-FI&EMEDS-MVA

**Addendum 4
Additional Revisions to RFP**

Item #	RFP Ref. #	RFP Page #	Original Text (impacted and/or deleted text in red font)	Revised Text (revised and/or new text in blue font)
1	II. A.	12	It is anticipated that most of the work will be performed on-site in Baton Rouge, La. Off-site work will only be contemplated on an exception basis and will require pre-approval by DHH. While some exceptions may be granted, work shall occur between DHH's core business hours (7:00 AM and 6:00 PM) to ensure maximum knowledge transfer.	It is anticipated that most of the work will be performed on-site in Baton Rouge, La. Off-site work will only be contemplated on an exception basis and will require pre-approval by DHH. While some exceptions may be granted, work should occur between DHH's core business hours (7:00 AM and 6:00 PM) to ensure maximum knowledge transfer.
2	II. B.	12	Anticipated deliverables are listed below by calendar year quarters (i.e., Q1 January – March, Q2 April – June, Q3 July – September and Q4 October – December). However, DHH reserves the right to make slight alterations, while remaining within the original scope and staffing requirements, during contract negotiations, at which time a detailed project plan must be approved by the Department with liquidated damages associated with specific milestones. Phase 1: Begins Q3 2013	Anticipated deliverables are listed below by calendar year quarters (i.e., Q1 January – March, Q2 April – June, Q3 July – September and Q4 October – December). This list is not inclusive. DHH reserves the right to make alterations, while remaining within the original scope and staffing requirements, during contract negotiations, at which time a detailed project plan must be approved by the Department with liquidated damages associated with specific milestones. Following contract approval, the Department and Contractor will utilize work orders to accommodate additional alterations within the original scope of the contract. Phase 1: Begins Q4 2013
3	II. B.	13	• Project documentation collaboration plan	• Project documentation plan
4	II. B.	13	Phase 2: Begins Q3 2013	Phase 2: Begins Q4, 2013
5	II. B.	13	Phase 3: Begins Q1 2014	Phase 3: Begins Q3 2014
6	II. F.	16	Note: DHH reserves the right to approve all staff selection prior to appointment.	Note: DHH reserves the right to approve all staff selection prior to appointment and may verify staff skills

Item #	RFP Ref. #	RFP Page #	Original Text (impacted and/or deleted text in red font)	Revised Text (revised and/or new text in blue font)
				through reference checks.
7	II F.	18	<p>Note: Consulting experience or broad experience on Medicaid services cannot be substituted. Contractor may propose as many individuals as necessary to satisfy experience requirements for all of the following subject matter areas:</p> <ul style="list-style-type: none"> • Medicaid Management Information Systems • Medicaid Fiscal agent/intermediary • Surveillance and Utilization Reviews • Patient Protection and Affordable Care Act* • Eligibility Determinations • Eligibility and Enrollment Medicaid Systems • Program Integrity • Public Financing • Medicaid Managed Care • Utilization Management • Analytics and Reporting • Third Party Liability 	<p>Note: Consulting experience or broad experience on Medicaid services cannot be substituted. Contractor may propose as many individuals as necessary to satisfy experience requirements for all of the following subject matter areas:</p> <ul style="list-style-type: none"> • Medicaid Management Information Systems • Medicaid Fiscal agent/intermediary • Surveillance and Utilization Reviews • Patient Protection and Affordable Care Act* • Eligibility Determinations • Eligibility and Enrollment Medicaid Systems • Program Integrity • Public Financing • Medicaid Managed Care • Utilization Management • Analytics and Reporting • Third Party Liability • Public relations and community outreach skills
8	II. F.	18	<p>Senior Technical Consultants will design solutions applicable to Medicaid claims processing and Medicaid eligibility and enrollment and should therefore have, at a minimum, the following demonstrated experience and skills:</p> <ul style="list-style-type: none"> • Successful Project management experience • Public relations and community outreach skills as evidenced by references 	<p>Senior Technical Consultants will design the approach applicable to Medicaid claims processing and Medicaid eligibility and enrollment and should therefore have, at a minimum, the following demonstrated experience and skills:</p> <ul style="list-style-type: none"> • Successful Project management experience
9	II. G.	19	<p>It is the Department's intention to provide the following support and expertise for the Louisiana LMMIS/MEDS project. The Department shall have a full-time Project Management Team that will include a Project Manager, Project Control Officer, Deputy Project Manager, and team members to support the following specialty areas:</p>	<p>It is the Department's intention to provide the following support and expertise for the Louisiana LMMIS/MEDS project. The Department shall have a full-time Project Management Team that will include a Project Manager, Project Control Officer, and Deputy Project Manager. Additional team members will support the following specialty areas:</p>
10	II. J.	20	<p>The Contractor shall maintain hardware and software sufficient to successfully perform the services detailed in this RFP. The</p>	<p>The Contractor shall maintain hardware and software sufficient to successfully perform the services detailed in this RFP. The</p>

Item #	RFP Ref. #	RFP Page #	Original Text (impacted and/or deleted text in red font)	Revised Text (revised and/or new text in blue font)
			<p>Contractor is expected though to maintain hardware and software compatible with current DHH requirements:</p> <ul style="list-style-type: none"> • IBM compatible PC • Intel Core i5 or equivalent (or compatible successors) • 4 Gig of RAM memory (minimum) • Enough spare USB ports to accommodate thumb drives, etc. • 128GB Hard Drive (minimum) • Ethernet LAN interface for laptop and desktop PCs • Printer compatible with hardware and software required • High speed internet with email • DVD\CD ROM • Windows XP, SP3 or later version of operating system (minimum) • Windows Internet Explorer 8.0 (or later) and Microsoft Office 2007 or later • Appropriate firewalls for internet security • Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.). 	<p>Contractor is expected though to maintain hardware and software compatible with current DHH requirements:</p> <ul style="list-style-type: none"> • The contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP. • The contractor should adhere to federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP. • The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature. • Unless explicitly stated to the contrary, the contractor is 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 is also 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 are inclusive of hardware, software, network infrastructure and any licensing costs. • Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit. • Contractor owned resources must be compliant with industry standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.). • Any contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards. • All contractor utilized computers and devices must: <ul style="list-style-type: none"> ○ Be protected by industry standard virus protection software which is automatically

Item #	RFP Ref. #	RFP Page #	Original Text (impacted and/or deleted text in red font)	Revised Text (revised and/or new text in blue font)
				<p>updated on a regular schedule.</p> <ul style="list-style-type: none"> ○ Have installed all security patches which are relevant to the applicable operating system and any other system software.
11	III. L. 1	21	<p>1. The successful Proposer shall be required to provide a performance (surety) bond in the amount of three million dollars (\$3,000,000) to be renewed annually for the life of the Contract. The bond is to insure the successful performance under the terms and conditions of the Contract negotiated between the successful Proposer and the State.</p>	<p>1. The successful Proposer shall be required to provide a performance (surety) bond in the amount of one million dollars (\$1,000,000) to be renewed annually for the life of the Contract. The bond is to insure the successful performance under the terms and conditions of the Contract negotiated between the successful Proposer and the State.</p>
12	II. Q.	23	<p>The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of contract monitor or his designee.</p>	<p>The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices, based on actual hours worked, monthly or as defined in the contract terms. Payment of invoices is subject to approval of contract monitor or his designee.</p>
13	III. K. 2.	25	<p>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 nine (9) hard copies of the proposal. Proposer shall 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.</p>	<p>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 nine (9) hard copies of the proposal. Proposer shall 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. The proposer may submit an electronic copy of its financial statements (CD or flash drive) in lieu of hard copies.</p>
14	III. O. 4. d. i.	27	<p>i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.</p>	<p>i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel that are related to the project.</p>
15	III. O. 6.	28-29	<p>6. Relevant Corporate Experience</p> <p>The proposer should give a brief description of the company including a brief history, corporate structure and organization, number of years in business, number of employees, client base, and location of offices.</p>	<p>6. Relevant Corporate Experience</p> <p>The proposer should give a brief description of the company including a brief history, corporate structure and organization, number of years in business, number of employees, client base, and location of offices.</p>

Item #	RFP Ref. #	RFP Page #	Original Text (impacted and/or deleted text in red font)	Revised Text (revised and/or new text in blue font)
			<p>This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract and in designing, implementing, and supporting the type of project and solutions described in this section. Proposer should describe experience in implementing and supporting comparable systems in other states or in corporate/governmental entities of similar size and diversity with references from relevant entities that can attest to the proposer's ability to provide the services specified. DHHreserves the right to contact customer references to verify information in proposal.</p> <p>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.</p> <p>b. Proposer's project management experience on projects of similar size, scope, and complexity;</p> <p>c. Proposer's experience with project management, design and implementation of large scale systems;</p> <p>d. Proposer's experience bringing a project through implementation on time and on budget:</p> <p>e. Proposer's public sector experience;</p> <p>f. Proposer's experience implementing client-server</p>	<p>This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and complexity described in this section. Proposer should describe experience with comparable projects in other states or in corporate/governmental entities of similar size and diversity with references from relevant entities that can attest to the proposer's ability to provide the services specified. DHH reserves the right to contact customer references to verify information in proposal.</p> <p>a. The proposal should indicate the proposer's firm has a record of prior successful experience in providing 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.</p> <p>b. Proposer's project management experience on projects of similar size, scope, and complexity;</p> <p>c. Proposer's experience with project management, of the design and implementation of large scale systems;</p> <p>d. Proposer's experience bringing a project through implementation on time and on budget;</p> <p>e. Proposer's public sector experience;</p> <p>f. Proposer's experience managing the implementation of client-server applications;</p> <p>g. Stability of proposer's organization(s);</p>

Item #	RFP Ref. #	RFP Page #	Original Text (impacted and/or deleted text in red font)	Revised Text (revised and/or new text in blue font)
			<p>applications;</p> <p>g. Stability of proposer's organization(s);</p> <p>h. Medicaid eligibility, enrollment, claims processing and services experience;</p> <p>i. Communications/Public Relations experience;</p> <p>j. Staff Training Experience;</p> <p>k. Business processes workflow design; and</p> <p>l. 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.</p>	<p>h. Medicaid eligibility, enrollment, claims processing and services experience;</p> <p>i. Communications/Public Relations experience;</p> <p>j. Staff Training Experience;</p> <p>k. Business processes workflow design; and</p> <p>l. 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.</p>
16	III. O. 7.	29	The Proposer must identify and detail information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project, in accordance with the requirements stated in the Scope of Work, Appendix I.	The Proposer must identify and detail information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project, in accordance with the requirements stated in Section II. Scope of Work.
17	III. O. 10.	31	<p>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.</p> <p>b. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined. The cost worksheet will be used for evaluation purposes.</p> <p>c. Contractor shall be paid based on actual hours worked.</p>	<p>a. Proposer must complete a cost proposal in the format shown on the Cost Worksheet, Attachment V, to be considered for award. If it is not completed, the Proposer will be disqualified from consideration. Proposers shall provide hourly rates for each of the job titles listed in the table. This rate should be fully burdened with all costs for the provision of services including travel and expenses. The State has allocated a specific number of hours for each job title in the table for purposes of computing a total cost of services. These hours will be revealed upon proposal opening. No additional rows may be added to this table and no substitutions for job title or for the number of associated hours is allowed. The allocated hours are being utilized for evaluation purposes only and do not represent a commitment by the State to incur the costs projected in this worksheet.</p>

Item #	RFP Ref. #	RFP Page #	Original Text (impacted and/or deleted text in red font)	Revised Text (revised and/or new text in blue font)
18	Att. II	36	<p>By its submission of this proposal and authorized signature below, proposer certifies that:</p> <ol style="list-style-type: none"> 1. The information contained in its response to this RFP is accurate; 2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP. 3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP. 	<p>By its submission of this proposal and authorized signature below, proposer certifies that:</p> <ol style="list-style-type: none"> 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.

The following attachments replace Attachment II: Certification Statement, Attachment III: CF-1, and Attachment V: Cost Worksheet of the original RFP in their entirety.

CERTIFICATION STATEMENT**ATTACHMENT II**

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 90 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 14 days calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature: _____

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

Typed or Printed Name: _____

Title: _____

**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.

[Blank signature box]

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

SIGNATURE **DATE**

SIGNATURE **DATE**

[Blank signature line]

[Blank signature line]

NAME

NAME

[Blank name line]

[Blank name line]

TITLE

TITLE

[Blank signature box]

[Blank signature box]

SIGNATURE **DATE**

SIGNATURE **DATE**

[Blank signature line]

[Blank signature line]

NAME

NAME

[Blank name line]

[Blank name line]

TITLE

TITLE

ATTACHMENT V: COST WORKSHEET

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

Instructions:

Proposers shall provide hourly rates for each of the job titles listed in the table. This rate should be fully burdened with all costs for the provision of services including travel and expenses. The State has allocated a specific number of hours for each job title in the table for purposes of computing a total cost of services. These hours will be revealed upon proposal opening. No additional rows may be added to this table and no substitutions for job title or for the number of associated hours is allowed.

The allocated hours are being utilized for evaluation purposes only and do not represent a commitment by the State to incur the costs projected in this worksheet.

		<i>To be completed by Evaluation Staff</i>	
Job Title	Hourly Rate	Hours	Total
Project Director			
Procurement Consultant			
Project Management Consultant			
Administration Consultant			
Subject Matter Expert			
Senior Technical Consultant			
Total			