

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR INPATIENT/RESIDENTIAL TREATMENT AND DETOXIFICATION SERVICES FOR CHEMICALLY-DEPENDENT MEN AND WOMEN

IMPERIAL CALCASIEU HUMAN SERVICES AUTHORITY Administrative Division

RFP # 375001

Proposal Due Date/Time: April 21, 2014/5:00 PM

Release Date: 3/12/2014

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	Attachments:	
I.	Hudson	
II.	Certification Statement	

Glossary

Agency:	Imperial Calcasieu Human Services Authority
ASAM:	American Society of Addiction Medicine
DHH:	Department of Health and Hospitals
ImCal HSA:	Imperial Calcasieu Human Services Authority
LBHP:	Louisiana Behavioral Health Partnership
Must:	Denotes a mandatory requirement
ОВН:	Office of Behavioral Health
Original:	Denotes must be signed in ink
Redacted Proposal:	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
Shall:	Denotes a mandatory requirement
Should, May, Can:	Denotes a preference, but not a mandatory requirement
Will:	Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

- 1. The mission of Imperial Calcasieu Human Services Authority (ImCal HSA) is that citizens with mental health, addictions, and developmental challenges residing in the parishes of Allen, Beauregard, Calcasieu, Cameron, and Jefferson Davis are empowered, and self-determination is valued such that individuals live a satisfying, hopeful, and contributing life.
- 2. The Imperial Calcasieu Human Services Authority shall adhere to the principles of effectiveness, efficiency, and egalitarianism. The ImCal HSA shall maintain objective data derived from evidence-based practices and implementation efforts that rationally explain its efforts to maximize all resources within its control. Individuals receiving services will have access to evidence based services that are responsive to their needs and cost effective so that;
 - a) Individuals with acute illnesses are able to rapidly resume optimal functioning;
 - b) Individuals with chronic illness may live in a safe environment that encourages personal growth;
 - c) Youth and Families strengths and resilience are enhanced;
 - d) The voice of and collaboration with Individuals in the community is enhanced;
- 3. ImCal HSA will make use of best practices in implementing, evaluating, monitoring, modifying existing services so that quality is assured, services meet the needs of those served, and the variety of services available adequately address the range of behavioral health issues identified, or that services are further developed to address service gaps

B. Purpose of RFP

- The purpose of this RFP is to solicit proposals from qualified proposers that provide inpatient/residential treatment and detoxification services for indigent, adult chemically dependent males and females. The facility is to be located in the area of the state to include Allen, Beauregard, Calcasieu, Cameron, and Jefferson Davis parishes.
- 2. A contract is necessary to establish and insure the continuation of inpatient/residential and medically supported detoxification beds. The proposer agrees to provide a minimum of twenty-four (24) inpatient/rehabilitation beds and six (6) medically supported detoxification beds for a total of thirty (30) beds. Proposals for less than the indicated number of beds will not be considered. Based on past daily utilization rates within current contract, inpatient and detox beds are being reduced from 46 to 30 total beds. The program is to be inpatient/residential as defined by the American Society of Addiction Medicine (ASAM) Criteria as Clinically Managed High Intensity Residential (adult inpatient/residential) level III.5, and medically monitored detoxification beds are to meet the requirements for those beds as defined by ASAM Criteria as Medically Monitored inpatient/residential detoxification level III.7D. The facilities must be licensed by the DHH Bureau of Health Services Financing Minimum Standards Requirements for Substance Abuse/Addiction Treatment Facilities.

C. Invitation to Propose

ImCal Administrative Division is inviting qualified proposers to submit proposals for services to provide inpatient/residential treatment and medically monitored detoxification services for chemically dependent men and women in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

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

Laurie Hebert
Imperial Calcasieu Human Services Authority
Administrative Division
3505 5th Avenue Suite B
Lake Charles, LA 70607
(337)475-3100
(337)475-3105
laurie.hebert@la.gov

- This RFP is available in pdf at the following weblinks: http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47 and http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm
- 3. All communications relating to this RFP must be directed to the RFP contact person named above. All communications between Proposers and other ImCal staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

E. Proposer Inquiries

1. The Agency 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 and may also be posted at:

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

Action taken as a result of verbal discussion shall not be binding on the Agency. Only written communication and clarification from the RFP Coordinator shall be considered binding.
 Schedule of Events
 Public Notice of RFP Deadline for Written Questions
 3/12/2014
 Deadline for Written Questions

Schedule of Events

ImCal reserves the right to deviate from this Schedule of Events.

F. RFP Addenda

Schedule of Events				
Public Notice of RFP	3/12/2014			
Deadline for Written Questions	3/28/2014			
Response to Written Questions	4/11/2014			
Deadline for Written Proposals	4/21/2014			
Proposal Evaluation Begins	4/22/2014			
Contract Award Announced	5/2/2014			
Contract Negotiations Begin	5/2/2014			
Contract Begins	7/1/2014			

In the event it becomes necessary to revise any portion of the RFP for any reason, the Agency 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://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm

and 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 website for addenda to the RFP, if any.

II. SCOPE OF WORK

A. Project Overview

The contractor selected for this project will provide a licensed inpatient/residential treatment program that includes a medically monitored detoxification unit. The treatment program shall operate twenty four (24) hours a day, seven (7) days a week using treatment models that are evidence-based and outcome-oriented for individuals with addictive disorders.

The services provided are targeted to chemically dependent adults, both male and female, who meet Office of Behavioral Health (OBH) and/or Louisiana Behavioral Health Partnership (LBHP) recognized level of care criteria for inpatient/residential treatment and/or medically monitored detoxification. The program sought will utilize the network of the ImCal Outpatient Clinics as its primary referral source. The Contractor may also accept referrals from private chemical dependency service providers or other referral sources including the criminal justice system. The facility must be medically supported and used exclusively for the treatment of alcoholism, drug dependency, and co-occurring addiction and mental disorders. The contractor must accept referrals and admit clients from all areas of Louisiana.

The contract will be paid on a fee-for-service basis with the established per diem rate. If the proposer submits a proposal that assumes management of the existing facility at the current location, then rent/lease expenses and the majority of its non-movable equipment/contents and major building repairs will be provided by the State, and the per diem rate shall be as follows: inpatient/residential \$102.00 per diem, medically monitored detox \$150.00 per diem. Proposer shall specify in the cost proposal whether it will use the state facility for service provision or not, and the successful proposer will be bound to that choice throughout the contract term. If using the state facility, the proposer is responsible for all utilities, building and grounds maintenance, and minor repairs. Modifications to the facility shall not be made for items including but not limited to: HVAC, electrical systems/wiring, painting, carpeting, and adding or removing walls and/or partitions, even at proposer's expense, without prior approval from ImCal. If the proposer opts to utilize their private facility or lease space, the per diem rates will be adjusted as follows: inpatient/residential \$131.00 per diem, medically monitored detox \$180.00 per diem. Proposer is solely responsible for all expenses related to the securing, leasing, and maintaining their own facility.

The per diem rate listed above is current as of the posting of this RFP. At any time during the contract period, the per diem rates and/or assigned funded beds may be increased or decreased based on a redetermination of the established per diem rates and/or number

of assigned funded beds. There is no guarantee that an adjusted per diem rate or an increase/decrease in the number of beds will become available during the term of this contract all subject to availability of funding.

If the proposer's facility has the capacity to house more individuals, the proposer may utilize more beds for the provision of similar services, but ImCal funding will be restricted to the beds indicated above, which are reserved for indigent care. The facility must be operational with active clients within 60 days of notice of award and must maintain a 90% utilization rate of available beds within 30 days of beginning operations and thereafter throughout the term of the contract. Failure to maintain a 90% utilization rate throughout the term of the contact will result in a 10% reduction of reimbursement for each monthly invoice where utilization rates fall below the required level.

The adult inpatient/residential detoxification and treatment program shall include, but not limited to the following components:

- a. 24/7 "live" telephone coverage and detox screening
- b. Comprehensive medical assessment, treatment and/or referral.
- c. Comprehensive behavioral health (addiction and mental health) assessment
- d. Professional therapeutic counseling/groups
- e. Treatment planning and referral
- f. Room and Board
- g. Transportation
- h. Self-help groups
- i. Discharge planning

Admission to the program shall be based upon the referrals from ImCal, other DHH districts and authorities outpatient clinics and other recognized referral sources as determined by a standardized, integrated screening and evaluation process that indicates inpatient/residential and/or medically monitored detoxification is the recommended level of care. In accordance with established OBH and/or LBHP admission criteria, admission to the inpatient/residential program shall be based upon the recommendation of the facility manager and admission to the medically monitored detoxification unit shall be based on the recommendation of the contractor's admitting physician or medical director.

The contractor must offer medically necessary treatments and services through contractual agreements with ImCal that target the needs of those persons who have limited ability to meet financial obligations associated with receiving behavioral health care.

The contractor must participate in the DHH Disaster Preparedness planning process including preparedness, response, and recovery as appropriate to the event and be available through MOU to house evacuated clients from other residential addiction facilities if needed according to pre-planned agreements.

B. Deliverables

a. The inpatient/residential treatment program must provide multi-disciplinary treatment services in a structured setting designed to achieve a chemical free lifestyle. The program is intended for the chemically dependent adult (aged 18 years

- and older) who meets qualification of "medical necessity" as defined within the LBHP. The programs must maintain a minimum of 90% utilization of contracted capacity by thirty (30) days of beginning operations and thereafter throughout the term of the contract.
- b. Procedures insuring proper documentation of activities and data collection, for the purposes of evaluating program effectiveness, shall be developed and implemented by the contractor and submitted to ImCal within 30 days of contract approval. ImCal will review such procedures prior to implementation and notify contractor of ImCal's acceptance or rejection of these procedures. Management information, preserving client confidentiality, will also be collected.
- c. Contractor must admit clients from throughout the State of Louisiana. ImCal HSA is the payor source for non-Medicaid-eligible Louisiana residents only. The contractor must participate in the Louisiana Behavioral Health Partnership (LBHP), become a provider within the OBH-approved State Management Organization (SMO) and participate fully in all utilization requirements, including obtaining required authorizations for services through the SMO. Contract funding is the funding source of last resort, meaning due diligence must be exercised regarding the collection of all fees and terms from all other personal, public and third party vendors for associated medically necessary treatments and services. Failure to exhaust all other funding mechanisms and document such will result in non-payment by ImCal for services rendered.
- d. Proposals for less than the indicated number of beds for each program will not be considered, but the contactor will be allowed to achieve the indicated number of beds by providing the services in multiple sites.
- e. Inpatient/residential services must be provided for both males and females. There should be separate living areas for males and females and treatment services should be segregated except when clinically indicated.
- f. Contractor shall provide input admission, services, and discharge data to ImCal as required by OBH. Contractor further agrees to maintain documentation supporting the continuous operation of the program, to include, but not be limited to, time sheets of all personnel, and expenses incurred in the operation of the program, including dietary expenses. Contractor will also maintain comprehensive client records in accordance with the contract terms.
- g. The Contractor must meet all staffing requirements for this level of care as required by the Department of Health and Hospitals, Bureau of Health Services Financing Minimum Standards Requirements for Substance Abuse/Addiction Treatment Programs and should strive to staff at the OBH recommended staffing patterns as outlined in the LBHP Services Manual Version 8 staffing patterns for ASAM levels III.5 inpatient/rehabilitation and III.7D medically monitored detoxification (see pages 78 and 80). The Contractor must make arrangements through contractual agreement or other means when indicated for psychological testing and psychiatric assessment.
- h. Contractor further agrees to update treatment plans on an as needed basis, but not less than every 30 days. Contractor agrees to provide services based on the

treatment plan and in accordance with established evidence-based practices designed to change personal self-defeating behaviors for all clients. Such services shall include, but are not limited to, the following:

- i. A physical examination must be completed within 24 hours of admission.
- ii. A nursing assessment must be completed within 24 hours of admission.
- iii. A biopsychosocial (ASI) assessment must be completed within 48 hours of admission as outlined by OBH. The **assessment** must include a diagnostic impression and an initial treatment plan. Assessment information must be updated as additional or revised information is obtained.

A psychiatric screening must be completed within 24 of admission. A psychiatric evaluation must be completed within 72 hours if indicated. Assessment information must be up-dated as additional information or revised is obtained.

1. Treatment Planning/Multidisciplinary Team Meetings

- A preliminary treatment plan must be developed. Members of the multidisciplinary treatment team (MDT) consisting of at least the medical director, a nurse or nurse practitioner, the clinical director, the case manager and/or a therapist/counselor, and other persons relevant to the individual's treatment, must have input. For programs applying for certification through the Louisiana State Board of Nursing, the program must have an addictionologist on staff or under contract. The preliminary treatment plan shall be approved and signed by the medical director and reviewed with the individual receiving treatment services within 72 hours of admission
- Revisions to the treatment plan by the MDT are required when additional clinical information is acquired through ongoing assessment and evaluation at a minimum of every 30 days.
- The plan must contain goals and objectives that reflect the co-occurrence of all disorders (medical, addictive and psychiatric), how the severity of those disorders impact the individual, and how appropriate treatment interventions may vary to reflect a changing emphasis on the needed treatment for each disorder.
- The plan must identify and reflect the use of the individual's and family's/significant other's/caregiver's strengths and assets in achieving and maintaining recovery.

The plan must identify all medications used in the treatment of all disorders, as appropriate.

2. Treatment Components

Treatment planning will include the following components at appropriate points in the recovery process:

a) Psychoeducation

Programs must include educational sessions for persons in treatment and their families/significant others to assist with an understanding of their disorders and how to manage them. Topics may include, but are not limited to, the following:

- The Disease Theory of Addiction
- The Addicted Brain/Neurobiology of Addiction

- Self Help and 12 Step Recovery
- Short and long term effects of drugs and alcohol
- Relapse triggers/Relapse Prevention
- HIV, Hepatitis ABC, STD's
- Role of Diet, Nutrition and Exercise
- Support Systems
- Spirituality
- Self-Esteem
- Communication
- Drugs of Abuse
- Gambling
- Fetal Alcohol Syndrome
- Psychopharmacology of Addiction
- Co-Dependency
- Family Roles

b) Counseling & Therapy

Contractor agrees to provide services based on the treatment plan and in accord with the Minnesota Model, or other OBH-approved models. Such services shall include, but are not limited, to the following:

- General group therapy a minimum of five times weekly.
- Gender specific groups to address men's and women's issues one to two times weekly.
- Community groups designed to further communication skills necessary for reduction of personal and group conflict for a minimum of twice weekly.
- Individual counseling a minimum of one time weekly.
- Family sessions as prescribed in the treatment plan.
- Relapse-specific group therapy at least once monthly.
- Information and support necessary to assure access to available support groups such as Alcoholics Anonymous and Narcotics Anonymous.
- Opportunities for regular exercise and recreation on a daily basis.

c) Self Help Groups/Dual Recovery Meetings

All programs must provide participants and their families with an orientation to, and the opportunity to participate in support groups that are appropriate for this level of care. Groups that do not include a focus on spirituality must be included as an option. The aftercare plan must include transition to a local self-help/peer support group.

d) Continuity of Care

- Aftercare planning and coordination must be initiated and documented upon admission to the program, and may need to be revised based on information obtained through ongoing assessment and evaluation.
- Emphasis must be placed on delineation of aftercare planning for all identified co-occurring conditions (medical, addictive and psychiatric).

- Access to medications, if needed, must be delineated.
- Access to case management must be delineated. The program must identify
 what, if any, case management services it will provide and what services will
 require referral to a case management provider.
- Access to ongoing primary care post discharge should be outlined in continuity of care documentation.
- Recovery support services must be provided as appropriate during the treatment stay and referral for continuing recovery support services in the community following discharge.
- The program must maintain linkages and agreements with practitioners, programs, organizations and external systems necessary for participants to meet their continuing, long-term needs for health and functioning.
- There must be documented outreach efforts to re-engage people who have dropped out of treatment prior to planned discharge.

e) Behavioral Intervention

The program must have appropriate staffing patterns, staff training and policies and procedures that address the appropriate management of escalating behaviors that threaten the program milieu and patient safety. Additionally, policies and procedures should reflect interagency agreements, for short length of stay transfers and acute management of such behaviors.

f) Psychopharmacology

Psychopharmacology for people with co-occurring disorders is best performed in the context of an ongoing clinical relationship that emphasizes continuous re-evaluation of diagnosis and medication and skilled utilization of medication strategies to promote positive outcomes for both disorders. The contractor is responsible for providing medications related to detoxification services and providing or assisting the client in securing all other medications utilized during the treatment process. For the Medicaid and 3rd party provider eligible patients the program should utilize the providers preferred drug list and insure medications utilized are compatible with the OBH detoxification formulary.

If the program's Medical Director is not an Addiction Psychiatrist, the program must have policies and procedures in place to assure access to an Addiction Psychiatrist for consultation regarding difficult cases.

The program must have policies and procedures related to the prescription of medications that:

- Promote a thorough and ongoing assessment
- Establish medical and psychiatric safety during treatment
- Maintain stabilization of severe and/or established psychiatric illness
- Establish sobriety
- Diagnose and treat more subtle psychiatric disorders with symptoms similar to substance intoxication or withdrawal.
- Address the use of potentially addictive medicines

 Educate the program participant on what the medicine is intended to do and how the use of substances may impact the intended effect

g) Health Screening, Services and Counseling

- a. Contractor agrees to complete a medical history for all clients, which shall be reviewed by a nurse (RN or LPN). The nurse shall refer clients for further screening/examination according to need.
- b. Contractor shall, through the services of a nurse:
 - i. Review all medical histories and refer clients for further medical screening and/or examination according to individual need.
 - ii. Perform urine drug testing on every client upon admission and on an as needed basis throughout the treatment stay.
 - iii. Provide pre-test counseling to clients who will be tested for HIV and TB.
 - iv. Draw blood specimens for voluntary HIV and mandatory STD tests, perform mandatory skin tests for TB, collect urine for voluntary pregnancy tests, secure and package specimens and ship them to the laboratory designated by OBH.
 - v. Provide post-test counseling to clients upon receipt of HIV, TB, STD and pregnancy test results.
- c. Contractor shall also administer a nicotine screening survey to each client admitted. Should a client choose to participate in a tobacco cessation program, Contractor agrees to provide such client with tobacco cessation services.
- d. Contractor shall document the results of testing and pre- and post-counseling in the client record.

h) Discharge Planning

- a. Contractor agrees to work with each client prior to completion of treatment to create a discharge plan that addresses, at a minimum, the following areas:
 - Maintenance of a chemical-free lifestyle,
 - Recommendation for continuing care and documentation of referrals made and/or attempted.
 - Clients shall not be discharged to homelessness.
- b. Contractor shall provide a copy of the discharge plan to each client at completion of treatment. For those clients who exit the program prior to completion, the Contractor shall make recommendations for continuing care and document efforts to refer for continuing care in the client record.
- c. The contact information for the client's primary care physician shall be included in the required referral packet at discharge.

3. Customer Satisfaction

- a. Contractor agrees to administer a satisfaction survey to each client at the time of discharge in order to solicit feedback on his/her treatment experiences, and shall provide the completed surveys to the ImCal office. The survey will be submitted to ImCal for approval within 30 days of contract approval.
- Contractor further agrees to participate in any additional evaluations required by ImCal or OBH in pursuit of quality assurance, licensure and/or compliance with any

applicable federal grants.

4. Treatment Efficacy

- a. Contractor agrees to collect frequency data on (1) the use of alcohol and (2) the use of other drugs at admission and discharge of each client and to provide such data to ImCal in the form and manner prescribed by ImCal.
- b. At admission the Contractor shall collect data about the frequency of alcohol use <u>in</u> the past 30 days. The same data shall be collected at the time of discharge.
- c. Frequency data shall also be collected in the same manner for the most frequently used drugs other than alcohol.
- d. Contract programs are required to submit Invoices for services on a monthly basis. These invoices are reviewed and compared with the service delivery data and utilization data that have been submitted to the OBH data bases. In addition to a review of electronic data, monitoring site visits will occur on a minimum basis of once a quarter. A site visit review will include pulling a random sample of client records to assure documentation of required services and outcomes as reported into the data base. In addition, administrative and personnel records will be reviewed to assure that operational and staffing provisions of the contract have been met. ImCal will document deficiencies. Non-compliance with any service provisions will result in delays in reimbursement to the Contractor until compliance is obtained.

C. Liquidated Damages

- In the event the Contractor fails to meet the performance standards specified within
 the contract, the liquidated damages defined below may be assessed. If assessed, the
 liquidated damages will be used to reduce the Agency's payments to the Contractor
 or if the liquidated damages exceed amounts due from the Agency, the Contractor
 will be required to make cash payments for the amount in excess.
 - a. Late submission of any required report: \$50 per working day, per report.
 - b. Failure to fill vacant contractually required key staff positions within 90 days: \$500 per working day from 91st day of vacancy until filled with an employee approved by the Agency.
 - 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 3 business days after the stated due date: \$50 per working day per invoice.
 - e. Failure to maintain a 90% utilization rate will result in a 10% reduction of reimbursement for each monthly invoice where utilization rates fall below the required level.
- 2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;

e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

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

E. Technical Requirements

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

- 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.
- 250GB Hard Drive (minimum)
- Ethernet LAN interface for laptop and desktop PCs
- 19" WXGA Digital Flat Panel LCD monitor with DVI (minimum)
- Printer compatible with hardware and software required
- High speed internet with email
- DVD/CD ROM
- Windows 7, SP1 or later version of operating system (minimum)
- Windows Internet Explorer 8.0 (or later)
- 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.).

F. Subcontracting

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

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

G. Insurance Requirements

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

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Agency 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 Agency before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) day notice in advance to the Agency and consented to by the Agency in writing and the policies shall so provide.

2. Compensation Insurance

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

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Agency. Such insurance shall name the Agency as additional insured for claims arising from or as the result of the operations of the Contactor 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 Agency shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

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

6. Subcontractor's Insurance

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

H. Resources Available to Contractor

ImCal Administration 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.

I. Contact Personnel

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

Laurie Hebert
Imperial Calcasieu Human Services Authority
Administrative Division
3505 5th Avenue Suite B
Lake Charles, LA 70607
(337)475-3100
(337)475-3105
laurie.hebert@la.gov

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of thirty-six (36) months, contingent upon contractor performance, and availability of funding. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

K. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the ImCal HSA Executive Director or designee.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Agency 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 Agency.

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 the Agency until an award is made.

C. Code of Ethics

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

D. Rejection and Cancellation

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

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

E. Award Without Discussion

The ImCal HSA Executive Director reserves the right to make an award without presentations by proposers or further discussion of proposals received.

F. Assignments

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

G. Proposal Cost

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

H. Errors and Omissions

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

I. Ownership of Proposal

All proposals become the property of the Agency and will not be returned to the proposer. The Agency retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer

will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

J. Procurement Library/Resources Available To Proposer

- Licensing standards www.dhh.louisiana.gov/offices/?ID=112
- American Society of Addiction Medicine <u>www.asam.org</u>
- DHH/Behavioral Health link www.dhh.la.gov
- DHH/BH/BHPartnership Services Manual-Version 7 www.dhh.la.gov

K. Proposal Submission

- 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. 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:

Paul Duguid Chief Financial Officer 3505 5th Avenue, Suite B

Lake Charles, LA 70605

L. Proprietary and/or Confidential Information

1. Pursuant to the Louisiana Public Records Act (La. R.S. 44.1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification.

M. Proposal Format

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

N. Requested Proposal Outline:

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

O. Proposal Content

1. Quality and Timeliness

a. Proposals should include information that will assist the Agency in determining the level of quality and timeliness that may be expected. The Agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

2. Compliance

a. 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. Approach

a. 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 ImCal Administration as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c. This section should also include the following information:
 - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH or Agency within the past twentyfour (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 as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h. Demonstrate an understanding of and ability to implement data collection as
- i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- I. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

6. Relevant Corporate Experience

- a. The proposal should indicate the proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Agency. 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.

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.

P. Evaluation Criteria

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.
- 2. Evaluations of financial statements will be conducted by a member of the ImCal Fiscal Division.
- 3. Scoring will be based on a 1 to 5 scale, with 1 indicating "exceptional" and 5 indicating "unresponsive to RFP." The proposal with the lowest ranked score will be recommended for award.
- 4. Cost Evaluation: As this is a per diem contract with identified per diem rates, cost will not be a factor in scoring.

Q. Onsite Presentations

Not required for this RFP.

R. Announcement of Award

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

IV. CONTRACTUAL INFORMATION

- A. The contract between Agency and the Contractor shall include the standard Agency contract form and provisions, including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of the Agency and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the standard provisions will not be altered and will include all provisions as specified in the Agency contract from.
- C. In addition, to terms of the contract and supplements, the following will be incorporated into the contract awarded through this RFP:
 - Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Agency. 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 Agency are excused from performance under contract for any period they may be prevented from performance by an act of nature, strike, war, civil disturbance, epidemic or court order.
- 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
- 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Agency, the proposal submitted by the contractor in response to the Agency's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.
- 5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
- 6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
- 7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
- 8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Veteran and Hudson Initiatives
- II. Certification Statement

Minimum Required Language - Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

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

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

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

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:
 - o the number of certified small entrepreneurships to be utilized
 - o 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 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 of Louisiana LaGov in the State Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg_may_be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

The proposer hereby acknowledges by submission of this form that she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The Agency requests that the Proposer designate one person to receive all documents and the method that 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 Agency to contact the above named person or otherwise verify the information provided.

By its submission of this proposal, proposer certifies that:

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

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