



REQUEST FOR PROPOSALS

for

LOUISIANA COMMISSION FOR THE DEAF SUPPORT SERVICE PROVIDER PROGRAM

**Office of Public Health,
Bureau of Family Health,
Louisiana Commission for the Deaf**

RFP #: 3000017865

Proposal Due Date/Time: [December 3, 2021/11:59 PM CT](#)

Release Date: [October 6, 2021](#)

Table of Contents

1.1	Purpose	6
1.2	Background	6
1.3	Goal and Objectives	8
1.4	Term of Contract.....	9
1.5	Definitions.....	9
1.6	Schedule of Events.....	10
1.7	Electronic Proposal Submittal.....	11
1.8	Qualification for Proposer	11
1.8.1	Mandatory Qualifications:	11
1.8.2	Desirable Qualifications:	11
1.9	Proposal Response Format	12
1.9.1	Cover Letter	12
1.9.2	Table of Contents.....	12
1.9.3	Executive Summary	13
1.9.4	Company Background and Experience	13
1.9.5	Approach and Methodology	14
1.9.6	Proposed Staff Qualifications	16
1.9.7	Veteran and Hudson Initiative Programs Participation	17
1.9.8	Additional Information	18
1.9.9	Cost Proposal	18
1.9.10	Certification Statement	19
1.9.11	Outsourcing of Key Internal Controls	19
1.10	Number of Copies of Proposals	19
1.11	Technical and Cost Proposals	19
1.12	Legibility/Clarity.....	20
1.13	Confidential Information, Trade Secrets, and Proprietary Information.....	20
1.14	Proposal Clarifications Prior to Submittal.....	21
1.14.1	Pre-proposal Conference.....	21
1.14.2	Proposer Inquiries.....	22
1.14.3	Blackout Period.....	23
1.15	Error and Omissions in Proposal.....	24

1.16	Changes, Addenda, Withdrawals.....	24
1.17	Withdrawal of Proposal	24
1.18	Waiver of Administrative Informalities	24
1.19	Proposal Rejection/RFP Cancellation	24
1.20	Ownership of Proposal	25
1.21	Cost of Offer Preparation	25
1.22	Taxes	25
1.23	Determination of Responsibility	26
1.24	Use of Subcontractors	26
1.25	Written or Oral Discussions/Presentations	27
1.26	Acceptance of Proposal Content	27
1.27	Evaluation and Selection	27
1.28	Best and Final Offers (BAFO)	27
1.29	Contract Award and Execution	27
1.30	Notice of Intent to Award	28
1.31	Right to Prohibit Award	28
1.32	Insurance Requirements for Contractors	29
1.32.1	Contractor's Insurance.....	29
1.32.2	Minimum Scope and Limits of Insurance	29
1.32.3	Deductibles and Self-Insured Retentions	30
1.32.4	Other Insurance Provisions.....	30
1.32.5	Acceptability of Insurers	31
1.32.6	Verification of Coverage	31
1.32.7	Subcontractors.....	32
1.32.8	Workers Compensation Indemnity.....	32
1.33	Indemnification and Limitation of Liability.....	32
1.34	Payment.....	34
1.34.1	Electronic Vendor Payment Solutions	35
1.35	Termination	35
1.35.1	Termination of the Contract for Cause.....	35
1.35.2	Termination of the Contract for Convenience	35
1.35.3	Termination for Non-Appropriation of Funds	35
1.36	Assignment	35

1.37	Right to Audit	36
1.38	Civil Rights Compliance.....	36
1.39	Record Ownership	36
1.40	Entire Agreement/Order of Precedence	36
1.41	Contract Modifications	37
1.42	Substitution of Personnel	37
1.43	Governing Law	37
1.44	Claims or Controversies	37
1.45	Code of Ethics	37
1.46	Corporate Requirements	37
1.47	Prohibition of Discriminatory Boycotts of Israel	38
1.48	Security	38
2.1	Deliverables	40
2.2	Programmatic Requirements.....	41
2.3	Operations Requirements.....	43
2.4	Staffing Requirements/Qualifications	44
2.5	Record Keeping Requirements	44
2.6	Reporting Requirements.....	45
2.7	Transition Plan	45
2.8	Technical Requirements	45
2.9	Project Requirements	46
3.1	Evaluation Criteria and Assigned Weights.....	47
3.2	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	48
3.3	Cost Evaluation and Assigned Weights.....	49
4.1	Performance Requirements.....	50
4.2	Performance Measurement/Evaluation/Monitoring Plan	50
4.3	Veteran and Hudson Initiative Programs Reporting Requirements.....	52

Attachments

Error! Reference source not found. Certification Statement

Error! Reference source not found. CF-1 Sample Contract

Error! Reference source not found.ii HIPAA Business Associate Addendum

Error! Reference source not found. Electronic Vendor Payment Solution

Error! Reference source not found. Cost Template

Error! Reference source not found. Regional Map

Error! Reference source not found. SSP Code of Conduct

REQUEST FOR PROPOSAL

FOR

Support Service Provider Program

PART 1: Administrative and General Information

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified proposers who are interested in coordinating Support Service Provider (SSP) services statewide for DeafBlind consumers for the Louisiana Commission for the Deaf (LCD). A Contract is necessary to inform DeafBlind individuals in Louisiana of the SSP services available, coordinate the provision of high-quality services through Support Service Providers trained to work one-on-one with DeafBlind individuals and inform the continued development and improvement of the SSP program in collaboration with LCD.

1.2 Background

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through the direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities (OCDD), Office of Behavioral Health (OBH), Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs. The Bureau of Family Health (BFH) is a part of LDH/OPH in the Center for Community and Preventive Health Services. The Louisiana Commission for the Deaf (LCD) is a section within BFH.

BFH's mission is to elevate the strengths and voices of individuals, families, organizations, and communities to catalyze transformational change to improve population health and achieve equity. BFH works to assure that families in Louisiana have access to high-quality primary care and preventive services and administers programs that work to promote the health of all family members, including pregnant people, people of childbearing age including men, as well as infants, children, and youth. BFH also directs programs and service systems for individuals with special needs. BFH programs also serve individuals of all ages who are d/Deaf¹, DeafBlind, or hard of hearing. BFH promotes optimal health through the provision of reliable data to monitor health and wellbeing, guide programs, and inform public policy;

¹ The "uppercase D" Deaf is used to describe a particular group of people who share a language- American Sign Language- and a culture. The "lowercase d" deaf simply refers to the audiological condition of having hearing loss.

preventive and educational services that are grounded in best practices and evidence; high quality clinical services that are accessible to all populations; policy and educational initiatives to improve access to medical, behavioral health and supportive services, and to improve community health; and partnerships with communities, government, and academia to advance common goals. The foundational pillars that guide the work of the BFH include:

- Identify, understand, and respond to complex challenges and opportunities
- Align efforts to improve health outcomes in the populations we serve
- Build coordinated partnerships toward action
- Test, scale, and spread solutions for impact
- Contribute to public health evidence-based objectives

In accordance with RS 46:2351, the Louisiana Commission for the Deaf (LCD) provides programs and services to facilitate communication access and support independence for individuals who are d/Deaf, DeafBlind, hard of hearing, and those with speech disorders. The staff works closely with members of the d/Deaf and DeafBlind communities to continuously improve the program and meet their needs. LCD's goals are to allow everyone to communicate fully regardless of their hearing, vision, or speech-related abilities, to improve access to needed communication supports, and to enable all people to participate in society and reach their full potential. LCD currently offers four programs: Interpreting Services, Telecommunications Equipment and Training, the Hearing Aid Program, and Support Service Provider (SSP) services.

The goal of LCD'S SSP program is to facilitate the autonomy and full participation in society of individuals who are DeafBlind through the use of a trained guide who provides one-on-one environmental and communication supports. The SSP program is designed to offer the support needed for DeafBlind individuals to understand their environment and available options to make their own educated decisions in line with their personal preferences and goals. Support Service Providers (SSPs) do not make or influence decisions for DeafBlind individuals. They provide information and support to execute the autonomous decisions of the DeafBlind individuals they support. This goal is different from other social support programs which may focus on educating individuals and participating much more actively in the analysis of information and decision-making in partnership with the individual to facilitate learning. Likewise, the SSP program is distinct from personal care attendant services, the purpose of which is not focused on communication or decision-making autonomy, but rather support with day-to-day personal care activities such as grooming and bathing, household chores, dietary services, medication administration, and other similar services. Personal care attendants are often not trained in the unique communication techniques used by SSPs.

Through the SSP program, individuals who are DeafBlind receive high-quality communication support, visual information, and sighted guides. The primary function of an SSP is to act as a guide to provide support to clients in performing everyday activities, such as grocery shopping, reading mail, paying bills, going for walks, attending events, filling out paperwork, banking, and medical visits. Services often include transportation to and from such activities. In serving DeafBlind individuals in these situations, SSPs provide information about a person's physical and social environment via the individual's desired communication mode such as tactile sign language, Protactile sign language, close vision techniques, oral communication, or Braille. Beyond facilitating communication or conversation with other individuals, the

SSP provides information about the physical surroundings, as well as social information relevant to the situation, including things like the mood of people nearby or with whom the DeafBlind individual is interacting. This supports DeafBlind individuals in fully participating in activities in their community and living self-sufficiently.

Louisiana has the largest prevalence of Usher Syndrome in the United States and the second highest population in the world. Usher Syndrome is a genetic disease that causes hearing loss and retinitis pigmentosa. Retinitis pigmentosa causes night-blindness and a loss of peripheral vision through the progressive degeneration of the retina. In response to this unique population and their needs, LCD began a pilot of the SSP program in 2008. Since being established, the need for SSP services has increased annually and currently, the program serves an average of 80 DeafBlind consumers per year with an annual budget of approximately \$625,000. This Request for Proposals (RFP) is the first one for the SSP program to support the significant growth since its inception. LCD seeks proposals from qualified agencies to coordinate the provision of services and act as a partner to LCD in the further development and improvement of the SSP program.

The [Helen Keller National Center for Deaf-Blind Youths and Adults \(HKNC\)](#) provides additional resources and information on services for DeafBlind individuals and communities that may be helpful to Proposers, particularly as relates to the goals and missions of such programs. LCD also suggests [Seattle DeafBlind Services](#) as a resource to Proposers for more information on training approaches and outreach for SSPs and DeafBlind consumers.

1.3 Goal and Objectives

GOAL: LCD seeks to identify a qualified Contractor to effectively and efficiently coordinate the continued provision of high-quality SSP services while partnering with LCD to further develop and improve program operations.

Objectives:

1.3.1 To coordinate the delivery of SSP services to DeafBlind individuals across the State.

1.3.2 To develop and implement a process for intake and assessment of new consumers that will ensure program resources are distributed equitably and that services effectively meet the needs and goals of program consumers.

1.3.3 To develop and implement a system for measuring performance in meeting the needs and goals of program consumers, including assessing progress over time.

1.3.4. To identify opportunities for program improvement and work collaboratively to develop new or enhanced processes for areas such as data collection, quality assurance and quality improvement, SSP training and/or certification, collection of consumer feedback, use of performance metrics, etc.

1.4 Term of Contract

The term of any Contract resulting from this RFP beginning on or about July 1, 2022, and ending approximately on June 30, 2025, with the concurrence of the Contractor and all appropriate approvals. Additionally, upon proper approvals and concurrence with the successful Contractor, LDH may also exercise an option to extend the term of the Agreement for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval required by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years., The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

No contract/amendment shall be valid, nor shall the LDH be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the Contractor and has been approved in writing by the director of the Office of State Procurement

1.5 Definitions

Agency	Louisiana Department of Health; LDH
ASL	American Sign Language
Contractor	Any person having a Contract with a governmental body; the selected proposer
Department or LDH	Louisiana Department of Health
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP
DOA	Division of Administration
LCD	Louisiana Commission for the Deaf
May and Can	The terms “may” and “can” denote an advisory or permissible action
Must	The term “must” denotes mandatory requirements
Original	Denotes must be signed in ink
OSP	Office of State Procurement
Proposal	Proposers submission to this RFP
Proposer	Firm(s) or individual(s) who responds to this RFP
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes

RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
SSP	Support Service Provider
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and posted to LaPac	October 6, 2021
Pre-proposal conference (Optional)	Date TBA Time TBA Location - Zoom
Deadline for receipt of written inquiries	November 4, 2021
Deadline to answer written inquiries on or about	November 18, 2021
Deadline for receipt of electronic proposals	December 3, 2021, 11:59 PM CT
Presentations & Discussions (if applicable) Those proposers reasonably susceptible of receiving an award may be selected to provide On Site presentations or demonstrations of services and/or products.	December 17, 2021 Time TBA Location TBA
Notice of Intent to award announcement, and 14-day protest period begins, on or about	January 7, 2022
Contract execution, on or about	July 1, 2022

NOTE: The Department of Health reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Electronic Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified below. The proposal must be uploaded to <https://stateofla.app.box.com/f/dbf56b9ff30243f59715f62dd556be2c> before the deadline date and time for submission as specified in the Schedule of Events. Uploaded submissions are the only acceptable method of delivery. **E-mail, fax, mail, and courier delivery shall not be acceptable.** Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is uploaded prior to the deadline for submission. Corrupted files, and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: <https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box-submission-link.pdf>

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

In order to be considered for award, the Proposer **must meet and** demonstrate they meet the following mandatory qualifications listed below prior to the deadline for receipt of proposals.

- 1.8.1.1** The Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the Contract and certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media at Proposer's cost for individuals located outside of the primary office region;
- 1.8.1.2** The Proposer must demonstrate an understanding of health equity and its importance in working with disproportionately affected target populations, including people of color, individuals with disabilities or special health needs, and low-income populations through documented experience.

1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- 1.8.2.1** At least three (3) years' documented experience and staff capacity for providing services to d/Deaf, DeafBlind, and/or hard of hearing communities and culture.
 - Demonstrate knowledge and understanding of d/Deaf, DeafBlind, and/or hard of hearing communities and culture;

- Demonstrate experience in coordinating and/or delivering SSP services or other similar services;
 - Organizational capacity for development and management of SSP program services, including staffing, management, technical, and IT capacities; and
- 1.8.2.2** Experience engaging DeafBlind community members in the development, monitoring, and improvement of services by employing individuals who are d/Deaf, blind, or DeafBlind and/or by collecting feedback from SSP program consumers and DeafBlind community members;
- 1.8.2.3** Experience training or evaluating the qualifications of SSPs;
- 1.8.2.4** Experience conducting outreach to DeafBlind communities and individuals;
- 1.8.2.5** Experience working with communities across the State; and
- 1.8.2.6** Having or demonstrating the ability to establish additional offices, satellite sites, or other strategies for establishing a physical presence in communities across the State. Examples include but not limited to: demonstrating experience with establishing satellite offices in the past, having a plan for where/when/how Contractor will establish satellite offices, describing a plan for partnering with existing agencies to use their offices, describing pop up or outreach strategies, etc.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- An item-by-item response to the Request for Proposal is requested.

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.

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

1.9.2 Table of Contents

The Proposal should be organized in the order contained below. A table of contents should be included at the beginning of the document.

Requested Proposal Outline:

- Executive Summary
 - Quality and Timeliness
 - Assume Complete Responsibility
- Company Background and Experience
 - Administrative Section
- Approach and Methodology
 - Work Plan/Project

- Personnel Qualifications
- Additional Information
- Cost and Pricing Analysis

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the Proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the Agency.

The executive summary should include a positive statement of compliance with the contract terms, (See Sample Contract, Attachment III). If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment III and submit whatever exceptions or exact Contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be materially or substantially altered.

Quality and Timeliness

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

Assume Complete Responsibility

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.

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and shall include copies of its latest audited financial statements for the past three (3) years.

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 twenty-four (24) months implemented a similar type project.

Proposers should provide at least two (2) references for projects implemented in at least the last twenty-four (24) months from clients and funders, consumers served, and/or SSPs. References shall include the name, email address and telephone number of each contact person.

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, the Proposer should so state.

Administrative Section

This section should:

- State Proposer's knowledge and understanding of the needs and objectives of LDH/ OPH/ BFH and LCD's SSP Program as related to the scope of this RFP and describe how the proposal will best meet the needs of LCD;
- Include a description of how the Proposer's organization is structured, including an organizational chart displaying the overall structure;
- Contain a brief summary of the Proposer's management philosophy including, but not limited to, the roles of Quality Improvement, Professional Practices, Supervision, Distribution of Work and Communication Systems;
- Include the following information:
 - Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel;
 - Name and address of principal office;
 - Name and address for purpose of issuing checks and/or drafts;
 - For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
 - If out-of-state Proposer, give name and address of local representative; if none, so state;
 - If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, and termination date;
 - If the Proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - Proposer's State and federal tax identification numbers

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section 1.8.1.

1.9.5 Approach and Methodology

Proposals should define the 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 the Scope of Work/Services in Part 2. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. The Contractor selected will demonstrate a clear understanding of SSP services and the important distinctions from personal care attendant services or intervener programs. Personal care attendant services should not be included in proposals for this RFP. Proposers should respond to all requested areas.

Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined in the Scope of Work in Part 2 of this RFP. In this section, the Proposer should define 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:

- Provide a written explanation of how the organizational structures of both operations and program administration will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration, as appropriate;
- Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served. Describe how staff will receive ongoing training and professional development to support their work in meeting consumer needs;
- Describe approach and strategy for project oversight and management;
- Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery. Proposers should present innovative concepts for consideration;
- Include a detailed description of how SSPs will be:
 - Recruited and hired/subcontracted, including anticipated payment rates;
 - Trained and/or evaluated for receipt of prior training;
 - Tested or certified for ability to provide SSP services, including criteria for satisfactory or probationary hires;
 - Monitored or supervised, including for quality of services; and
 - Provided with or required to obtain ongoing education;
- Describe in detail processes for serving new and continuing DeafBlind consumers, including how:
 - Minimum of 20,000 hours of SSP services will be made available annually;
 - Consumer needs and goals related to SSP services will be assessed;
 - Plans will be developed to meet consumer needs and achieve consumer goals;
 - Consumers will be oriented to the program and educated on expectations for SSPs and consumers;
 - Available SSP hours will be allocated to consumers using a consistent methodology with clear criteria;
 - Performance on established consumer plans for SSP services will be evaluated; and
 - Outreach and promotion activities will be planned and delivered;
- Describe in detail processes for receiving and responding to requests for SSP services from DeafBlind consumers, including:
 - How consumers submit requests for services, the information to be included in requests, and any policies regarding advance notice requirements;
 - How consumers receive a response to their request, including the anticipated timeframe for response;
 - How requests are monitored and tracked, including specific data elements and/or metrics tracked; and

- Any software systems or other infrastructure to be used for receiving, responding to, and tracking requests for SSPs;
- Describe existing or proposed organizational policies to address:
 - SSP tardiness and cancellation;
 - Feedback and grievance processes for SSPs and consumers; and
 - Confidentiality;
- Articulate the need for, and the ability to develop and implement, a plan for quality monitoring and improvement; this may include (but is not limited to) reviewing the quality of services provided and staff productivity. This should include a description of how consumer and/or DeafBlind community feedback will be obtained and incorporated into SSP service provision. It must also include a plan for regularly measuring performance in meeting consumers' needs and goals, as well as how progress over time will be monitored;
- Demonstrate an understanding of and ability to implement data collection in accordance with the data requirements outlined in the SSP Technical Guidance Manual;
- Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet;
- Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- Provide a work plan that details the processes that will be implemented in order to complete all deliverables and tasks of the project in a timely manner, as outlined within Part 2. Identify all assumptions or constraints on tasks;
- Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period;
- Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables;
- If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

1.9.6 Proposed Staff Qualifications

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.

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 subcontractor.

Key personnel and the percentage of time directly assigned to the project should be identified.

Résumés of all known personnel should be included. Résumés should include, but not be limited to:

- Experience with Proposer,
- Previous experience in projects of similar scope and size, and
- Educational background, certifications, licenses, special skills, etc.
- Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

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.

Proposers should clearly describe their ability to exceed the qualifications described in the Desirable Qualifications for Proposer section 1.8.1.

1.9.7 Veteran and Hudson Initiative Programs Participation

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.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good

faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.9.8 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 the Proposer's All Hazards Response Plan, if available.

1.9.9 Cost Proposal

An annual maximum of six hundred twenty-five thousand dollars (\$625,000) in funding is available for this award. The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable). Proposers must demonstrate that 70% or more of the total annual funding will be budgeted for actual SSP service hours, providing a minimum of 20,000 hours of SSP services. Proposers must demonstrate that SSPs will be paid a minimum of \$15 per hour.

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.

Proposers shall submit the breakdown cost in a similar format in accordance with Attachment V: Cost Template for each year of the contract to demonstrate how cost was determined. Proposers must complete a cost proposal in the format described to be considered for award. Failure to complete will result in the disqualification of the Proposal.

1.9.10 Certification Statement

The Proposer must sign electronically or submit a scanned signature on **Attachment I, Certification Statement**.

1.9.11 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that one (1) copy of the entire Proposal be submitted electronically. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign Proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following:

- One (1) technical Proposal in PDF and Microsoft Word formats. The file shall be named: RFP# Technical Proposal - [Proposer Name].

- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: RFP# Cost Proposal - [Proposer Name].
- One (1) Redacted Technical Proposal, if applicable, in PDF and Microsoft Word formats. The file shall be named: RFP# Redacted Technical Proposal - [Proposer Name].

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY.". The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held approximately two weeks after RFP publishing. An addendum will be provided with conference specifics, to include date and time. Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a Proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers provided during the conference, the only official answer or position of the Department in response to written questions will be stated in writing and signed by an authorized agent of the Department. Therefore, Proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the

Internet at the following link: www.ldh.louisiana.gov and at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below. All communications relating to this RFP must be directed to the RFP Coordinator. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in Proposal disqualification.

Ernest Culpepper Clark, RFP Coordinator, Louisiana Department of Health, Office of Public Health, Bureau of Family Health- Grants and Contracts Administrator
Email Address: Culpepper.Clark@la.gov

LDH 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 (See, Section 1.6). To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the 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://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

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

and

ldh.la.gov/index.cfm/page/3721

Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

Only Ernest Culpepper Clark has the authority to officially respond to a Proposer's questions on behalf of LDH. Any communications from any other individuals shall not be binding to LDH.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

Procurement Library/Resources Available to Proposer

DeafBlind Services Information

<http://seattledbsc.org/>

Support Service Provider Information

<https://www.helenkeller.org/hknc/ssp-services>

Usher Syndrome Information

<https://www.helenkeller.org/hknc/usher-syndrome>

Combined Vision and Hearing Loss information

<https://www.helenkeller.org/hknc/information-combined-vision-and-hearing-loss>

Louisiana Commission for the Deaf Support Service Provider Program

<https://ldh.la.gov/index.cfm/page/3721>

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

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

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the Contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or State Contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Error and Omissions in Proposal

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

May also be posted at:

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

and

ldh.la.gov/index.cfm/page/3721

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the deadline date and time the Proposal is due. To withdraw a Proposal, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/dbf56b9ff30243f59715f62dd556be2c>.

1.18 Waiver of Administrative Informalities

The Department shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any Proposal.

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by to award a Contract(s) or to enter into a Contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject, in whole or part, all proposals submitted in response to this solicitation,
2. Cancel this RFP, or
3. Cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

1.20 Ownership of Proposal

All Proposals become the property of the Department and will not be returned to the Proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any Proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a Contract is awarded, all Proposals will become subject to the Louisiana Public Records Act (La. R.S. 44.1 et. seq.

1.21 Cost of Offer Preparation

The Department shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the Department. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under Contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment II, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance

certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The contracting Agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their Proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

- The Proposer shall include with its Proposal copies of audited financial statements for each of the last three (3) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project, as required by Section 1.9.4 above.

1.24 Use of Subcontractors

LDH shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and Proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their Proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

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

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

1.25 Written or Oral Discussions/Presentations

The Department at its sole discretion may require all Proposers reasonably susceptible of being selected for an award to provide a presentation of their proposal. Presentations will allow the selected Proposers to demonstrate their unique capability to provide the services requested in the RFP. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Presentations will likely be conducted remotely via video-conference. The details of the presentation will be included in the proposer's invitation.

The Department may adjust the Proposers' original scores based upon information conducted in the remote video-conference, using the original evaluation criteria in Part 3-Evaluation except the cost score will remain unchanged.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submission. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation to participate in BAFO will not obligate LDH to a commitment to enter into a Contract.

1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the Proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the Proposals.

The RFP, including any addenda added and the Proposal of the selected Proposer shall become part of any contract initiated by the Department.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its Proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within fourteen (14) days of delivery, LDH may elect to cancel the award and award the Contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score. LCD will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the State Chief Procurement Officer within **14 calendar days** after the award has been announced. The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

The Department reserves the right to:

- Make an award without presentations by proposers or further discussion of proposals received;
- Enter into a contract without further discussion of the proposal submitted based on the initial offers received; or
- Contract for all, or a partial list of services offered in the proposal.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a Proposal from, or not award a 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the

Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

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.

1.32.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent,

is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.32.4 Other Insurance Provisions

Insurance Covering Special Hazards

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

The policies are to contain, or be endorsed to contain, the following provisions:

1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.32.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.32.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.32.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.32.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

[Louisiana Department of Health, Its Officers, Agents, Employees and Volunteers](#)

[P.O. Box 629](#)

[Baton Rouge, La. 70821-0629](#)

[Louisiana Commission for the Deaf Support Service Provider Program](#)

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.32.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

1.33 Indemnification and Limitation of Liability

1.33.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

1.33.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use

reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

1.33.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

1.33.4 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

1.33.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.33.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

1.33.7 Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

1.34 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 shall be subject to approval of Amy Zapata, MPH, Director, Bureau of Family Health or designee. Continuation of payment shall be dependent upon available funding.

Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within **30 calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, successful completion of the services, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

1.34.1 Electronic Vendor Payment Solutions

The Department desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment IV: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

1.35.3 Termination for Non-Appropriation of Funds

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

1.36 Assignment

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any negotiated Contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.38 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

1.39 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the Department and shall, upon request, be returned by the Contractor to the department, at the Contractor's expense, at earlier termination or expiration of the contract.

1.40 Entire Agreement/Order of Precedence

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire Agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's Proposal.

1.41 Contract Modifications

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

1.42 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this Contract, outside of the Department's or Contractor's reasonable control, as the case may be, the Department or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.43 Governing Law

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

1.44 Claims or Controversies

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the Contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by Proposer.

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

1.46 Corporate Requirements

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

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

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.

The Contractor must provide written assurance to the Department from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.48 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/doa/ots/policies-and-forms/>

1.49 CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final

determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

PART 2: SCOPE OF WORK/SERVICES

Project Overview

The Contractor selected for this project will effectively administer and coordinate Statewide SSP services for DeafBlind individuals while upholding the goal of supporting and promoting the independence of DeafBlind consumers. The result of this contract will be to ensure timely access to quality SSP services across the State. To achieve this, the Contractor selected will develop and manage processes for recruiting, hiring/subcontracting, training, and monitoring SSPs who can effectively meet the needs of DeafBlind consumers. The Contractor will also develop and manage processes for serving DeafBlind consumers including outreach and promotion of services, consumer intake and assessment, consumer education and orientation to SSP services, and requests for SSP services. These processes must include regularly measuring performance in meeting the goals and needs identified by consumers and monitoring progress over time. The Contractor selected for this Contract will work collaboratively with LCD to further develop and improve the SSP program to best meet the needs of DeafBlind individuals and communities in Louisiana.

The Contractor will demonstrate an understanding of DeafBlind communities and culture and will apply a health equity lens to the scope of work. Furthermore, the selected contractor should demonstrate an understanding of the goal of the SSP program to promote DeafBlind individuals' independence and self-efficacy and describe how this foundational principle will be incorporated into their approach.

2.1 Deliverables

2.1.1 General Requirements

The Contractor will:

- 2.1.1.1** Maintain a consumer-oriented approach throughout the duration of the Contract, with a focus on providing high-quality SSP services to DeafBlind individuals.
- 2.1.1.2** Work in partnership with LCD to coordinate activities and identify opportunities to improve program operations, including to:
- 2.1.1.3** Work with LCD to create a plan for establishing levels of SSP qualification. This will include determining how SSPs with various skill sets and/or enhanced training may be categorized into various levels and then develop an appropriate pay scale in accordance. Contractor will work with LCD to determine needs for additional SSP cross-training and develop plans for implementing training.
- 2.1.1.4** Keep LCD staff informed of relevant updates including promotional or outreach activities, problems or issues that arise, and/or changes in program operations.
- 2.1.1.5** Contractor will develop an annual work plan which outlines the activities to be completed which details timelines for completion and individuals responsible. This work plan must be submitted to LCD within thirty (30) days of the start date of this Contract for review and approval.

2.2 Programmatic Requirements

2.2.1 The contractor will maintain a sufficient roster of subcontracted qualified, trained Support Service Providers (SSP) to meet the SSP service needs of DeafBlind individuals across the State. Contractor will ensure SSPs are available throughout the State to minimize SSP travel. Contractor will subcontract with enough SSPs across the State to meet SSP requests from DeafBlind individuals in a timely fashion and with the preferred communication style identified by the DeafBlind individual.

2.2.2 Contractor is responsible for recruiting qualified SSPs for work with DeafBlind consumers. All SSPs must meet the following requirements:

- Be adults (over the age of 18);
- Possess ability to accommodate a consumer's communication preference, which can include: American Sign Language (ASL), various signing modalities such as cued speech or Signing Exact English, tactile communication, protactile sign language, speech, print, Braille, and technology, among others;
- Demonstrate no relevant recent criminal record as verified by a background check, which will be updated every two (2) years;
- Have a valid government issued ID;
- Have a current driver's license, reliable means of transportation, and car insurance that includes liability insurance (this only applies to those who will drive consumers as part of their SSP role);
- Complete all required trainings as established by the Contractor agency; and
- Be a subcontractor in good standing with the Louisiana Commission for the Deaf.

2.2.3 The contractor is responsible for training or verifying completed training of qualified SSPs for work with DeafBlind consumers. Training plans must be approved by LCD and include, at a minimum, the following topics:

- Purpose and goal of SSP services in supporting DeafBlind independence;
- Cultural aspects of the DeafBlind community including causes of blindness in relation to the d/Deaf community;
- Forms of communication including American Sign Language, Pro-tactile communication, etc, as well as various technology supports such as the use of an FM system;
- Proper guide techniques to use with persons who are DeafBlind;
- Guidelines for communicating visual information;
- Support Service Provider Ethics and Code of Conduct;
- Roles, Boundaries, and Differences of SSPs and Interpreters;
- Using sight and/or other skills to express concepts;
- DeafBlind meal experience;
- Role-playing with various situations and
- Evaluation.

2.2.4 Contractor will provide all contracted SSPs with an orientation covering the following:

- Organizational policies and procedures, including:

- Feedback and grievance processes for DeafBlind consumers and SSPs;
 - SSP tardiness and cancellation policy; and
 - Confidentiality policies and procedures.
 - Prior to beginning to provide SSP services, the Contractor will certify that new SSPs are qualified to work with DeafBlind consumers. In addition to orientation and trainings, the Contractor will require new SSPs to complete observations, volunteer practice sessions with experienced DeafBlind consumers, and receive a satisfactory or probationary (hire with mentoring) review in accordance with the Contractor's training and qualification plan.
- 2.2.5** Contractor will enforce a SSP Code of Conduct (Attachment VII) to ensure standardized practices by all Support Service Providers. The contractor will provide a copy of the SSP Code of Conduct to each SSP at orientation, and annually thereafter. The Code of Conduct must be read and signed by each SSP and kept on file at the Contractor's office for review by LCD, if requested.
- 2.2.6** Contractor will require continuing SSP professional development and enforce attendance (minimum of one (1) per year) as a stipulation of the SSP subcontracts. The contractor will maintain records of SSP attendance at continuing professional development activities.
- 2.2.7** Contractor will conduct a minimum of two (2) outreach activities every six (6) months to DeafBlind individuals and communities. The purpose of outreach activities is to make individuals aware of available SSP services and to promote the goal of the SSP program. Outreach activities should aim to increase the integrity of the program by educating potential consumers about how SSP services are provided and the principle of encouraging DeafBlind individuals' autonomy.
- Outreach activities must be designed to reach individuals Statewide and must be distributed effectively across regions and parishes.
 - The Contractor will ensure that the availability of SSP services is posted publicly online on their website, social media, or other similar public-facing website.
 - Contractor will develop and submit outreach plans for LCD review and approval biannually.
- 2.2.8** Contractor will conduct an orientation for DeafBlind individuals who are new to the SSP Program. All consumers will also receive an initial assessment, which must be updated annually with the program's performance and progress over time in addressing consumer needs and goals. Orientation and assessments will include:
- Assessment of consumer needs, communication preferences, and goals;
 - Documentation of consumer's needs for SSP services preferred communication style and estimated hours per month to be allocated to the consumer based on identified needs;
 - Consumer education on available SSP services, expectations for consumers and SSP interactions, procedures for requesting SSP services, and the grievance process; and
 - Referral to other available services identified as needed but which are outside the scope of the SSP program, such as personal care assistance or other independent living services.

- 2.2.9** Contractor will coordinate the delivery of Support Service Provider (SSP) services for individuals who are DeafBlind.
- 2.2.10** The Contractor will provide guides to DeafBlind consumers to provide any combination of the following services:
- Driving to and from the location requiring SSP services with the consumer; and
 - Provide environmental information which will allow consumers to become acclimated to their environment by making them aware of their surroundings and obtaining an impression of the people in the area. This information will aid consumers in completing daily tasks. Environmental information includes but is not limited to the following: a physical description of their surrounding areas, the number of people in the area, and their individual descriptions.
 - Facilitate communication between people such as greetings, relaying questions, comments, etc. using the DeafBlind person's preferred mode of communication (sign language, tactile communication, speech, print, Braille, and technology, among others).
- 2.2.11** Contractor will receive and respond to requests for SSP services from all DeafBlind consumers. Requests must be documented clearly for each month in a format that is easily retrievable and can be reported to LCD, such as in a database or spreadsheet.
- 2.2.12** Contractor will coordinate SSP hours for consumer requests and provide a qualified SSP who can use the consumer's preferred communication style.
- Contractor is responsible for allocating available SSP hours to consumers based on their identified needs and established plans, according to established criteria approved by LCD.
 - Contractor must document the process and rationale for how SSP hours are allocated to consumers, as well as the actual hours allocated to each enrolled consumer annually.
- 2.2.13** Contractor will review, approve, and sign all SSP timesheets to ensure requests are conducted as instructed by the consumer.
- 2.2.14** Contractor must provide required data elements for completed SSP services to LCD, as outlined in the SSP Technical Guidance Manual, through the LCD online database monthly. Data submission is required for payment.
- 2.2.15** Contractor is responsible for developing and implementing a quality monitoring and improvement plan for the SSP services provided. The plan must identify measures of quality or performance to be monitored by the Contractor and used in identifying opportunities for improvement. This plan must include collecting feedback from DeafBlind consumers. LCD must approve the Contractor's quality monitoring and improvement plan.

2.3 Operations Requirements

- 2.3.1** Contractor is responsible for developing an emergency response plan for hurricanes, floods, or other disasters that may disrupt normal operations.

2.3.2 The Contractor's facility must meet all of the requirements of the Americans with Disabilities Act of 1990 (ADA).

2.4 Staffing Requirements/Qualifications

The Contractor should make all reasonable efforts to recruit and hire DeafBlind individuals. The Contractor must document experience with the following, including any relevant credentials, for staff working on this Project:

2.4.1 Demonstrated knowledge and understanding of DeafBlind community and culture, preferably from personal experience, working with, or interacting with DeafBlind individuals and community;

2.4.2 Demonstrated experience in coordinating and/or delivering SSP services or other similar services; and

2.4.3 Training and/or qualifications relevant to the role.

2.5 Record Keeping Requirements

The Contractor will keep records related to the documentation of program activities such as consumer and SSP records, training materials and attendance, outreach activities, printed promotional or programmatic materials, and expenses related to providing deliverables for the project. These records will be made available to LDH for inspection or to obtain copies.

2.6 Reporting Requirements

The Contractor will submit required policies and procedures, reports, and invoices to BFH describing progress made to date on deliverables and expenses to date on each deliverable. The Contractor will participate in an annual performance evaluation during a one (1) day site visit, to include discussion of progress, tactics, and impact.

The Contractor will submit the following required policies and procedures to LCD:

- 2.6.1** Annual Work Plan;
- 2.6.2** SSP Training Plan;
- 2.6.3** Evaluation of SSP Training and Qualifications;
- 2.6.4** Biannual Plans for Outreach Activities;
- 2.6.5** Quality Monitoring and Improvement Plan;
- 2.6.6** DeafBlind Consumer Intake Assessment Process;
- 2.6.7** Feedback and Grievance Policy for Consumers and SSPs;
- 2.6.8** SSP Tardiness and Cancellation Policy; and
- 2.6.9** Emergency Response/Natural Disaster Plan.
- 2.6.10** The Contractor will submit the following reports;
 - Monthly SSP service summary report;
 - Quarterly status updates on the Work Plan;
 - Quarterly Progress Reports on Quality Plan;
 - Biannual report of roster of subcontracted SSPs by region, including proof of training, qualification and documentation of background checks; and
 - Annual report of DeafBlind Consumer Feedback

2.7 Transition Plan

All programmatic materials (electronic and hard copies) and databases for this contract are the property of LDH-OPH-BFH. The Contractor shall develop a plan as part of their proposal and implement the plan to transition all physical and intellectual property related to the project to DHH/OPH/BFH at least thirty (30) days prior to the final date of the contract.

The Contractor will plan to transition and transfer all property related to the project's ongoing services, including, but not limited to Section 2.7.1 All project-related databases and files including consumer and SSP records;

- 2.7.1** All programmatic materials, including templates, forms, and training materials; and
- 2.7.2** All print materials, if applicable.

2.8 Technical Requirements

Not applicable to this RFP.

2.9 Project Requirements

The Contractor will:

- 2.9.1** Assign a Project coordinator or manager to manage and monitor deliverables and deadlines, send timely reports and invoices, and facilitate communications between the Contractor and LCD. Specific deliverables, along with a timeline, will be clearly outlined and specified in the contract and in the annual work plans approved by LCD; and
- 2.9.2** The Contractor must meet with LCD quarterly as follows: no later than October 15th, January 15th, April 15th, and July 15th. LCD and the Contractor will jointly agree upon scheduling quarterly meetings.
 - LCD may request additional meetings with the Contractor, as needed, based on activities and components of the Project. The majority of business will be conducted with LCD staff located in Baton Rouge. Travel for these meetings is not reimbursed.

PART 3: Evaluation

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

3.1 Evaluation Criteria and Assigned Weights

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Evaluation Criteria	Maximum Score
Company Background and Experience	20
Approach and Methodology	28
Proposed Staff Qualifications	15
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none">• <i>Up to 10 points available for Hudson-certified proposers;</i>• <i>Up to 12 points available for Veteran-certified proposers;</i>• <i>If no Veteran-certified proposers, those two points are not awarded.</i> <i>See Section 3.3 for details</i>	12
Total Cost	25
TOTAL SCORE	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, and Proposed Staff Qualifications, to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Cost Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:
- B. Proposer Status and Allotment of Reserved Points
- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
 - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
 - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
 - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

3.3 Cost Evaluation and Assigned Weights

The proposer with the lowest total cost for all three (3) years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CCS} = (\text{LPC}/\text{PC}) * 25$$

CCS= Computed Cost Score (points) for proposer being evaluated

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

Performance standards will be determined by LCD and shall require the Contractor chosen for the contract award to perform all work in accordance with the services listed in Part 2: Scope of Work/Services.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

The performance of the Contract will be measured by the LCD Contract Monitor, who will evaluate the Contractor's performance against the criteria listed in the Scope of Services provided in the Contract. Performance Measures for the contract shall include the Contractor's timely and successful performance and completion of the tasks and services required and to be performed pursuant to and consistent with the provisions, goals and objectives of the contract, as well as the Contractor's timely submission of required reports and documents as listed in the Scope of Work under Reporting Requirements.

The following five performance indicators will be used to evaluate the Contractor's performance in the first year of the Agreement. These indicators reflect the foundational work required to build the infrastructure needed to develop the SSP program over time. They will facilitate obtaining baseline performance measurements and will inform future years' performance evaluation. In subsequent years of this agreement, LCD and the Contractor will establish new or additional performance measures focused on measuring and improving priority areas of the SSP program.

Indicator 1: Submission of monthly SSP services summary report

Contractor will maintain files of consumers who are documented to be DeafBlind or have a diagnosis of Usher Syndrome- a genetic disease that causes hearing loss and Retinitis Pigmentosa (RP). RP causes night blindness and a loss of peripheral vision (side vision) through the progressive degeneration of the retina. The contractor will provide a monthly summary report reflecting DeafBlind consumer requests, the total number of hours used per consumer, services rendered via individual SSP assignments, and a summary of payments made to individual SSPs.

Indicator 2: Submission of SSP training and ongoing professional development records

Contractor will maintain files of Support Service Providers (SSP) who have satisfactorily completed training and are subcontracted to provide service, by region. This information will be submitted to LCD in a biannual (twice a year) report that includes a roster of current SSPs, including the type of communication skills that each SSP is able to provide, documentation of new SSPs background checks and updated background checks for continuing SSPs which must be updated every two (2) years. The contractor will also maintain records of ongoing education activities for SSPs' continued professional development, including the date, time location, content of training, and individuals in attendance. The contractor will include the date of the SSPs last professional development activity in this biannual SSP report.

Indicator 3: Submission of annual DeafBlind consumer feedback report

Contractor will provide a report of activities conducted to solicit DeafBlind consumer feedback to LCD annually. This report will detail the process and strategies for obtaining feedback, a summary of the feedback received, identified opportunities for incorporating consumer feedback, and strategies for implementing identified changes.

Indicator 4: Submission of Quality Plan and Progress Reports

Contractor will submit a quality monitoring and improvement plan to LCD for approval within six (6) months of the start date of the Contract. Once approved, the Contractor will submit quarterly progress reports to LCD describing quality monitoring activities, performance on any metrics established in the plan, and efforts to improve quality where opportunities are identified.

Indicator 5: Active participation in collaborative projects with LCD to develop SSP program

Contractor will participate actively in collaborative work with LCD on identified projects. Active participation will be demonstrated by attendance at a minimum of bimonthly meetings.

4.2.2 Monitoring Plan:

During the term of the Contract, representatives of the Contractor(s) shall discuss with the LCD Contract Monitor the progress and results of the Project, ongoing plans for the continuation of the Project, and any other matters relating to the Project. The LCD Contract Monitor shall review with the Contractor its plans for the performance of the duties and services required in the Contract prior to the Contractor implementing them. The Contract Monitor will also review the Contractor's required policies and procedures, reports, and invoices, to ensure Contractor's compliance with Contract requirements and Scope of Services, and to determine the progress being made by the Contractor. Monitoring activities will include:

- The LCD Program Monitor will review the quarterly Work Plan status updates and the Contractor will participate in a quarterly progress meeting if one is determined to be needed by the LCD Program Monitor.
- The LCD Program Monitor will monitor the Contractor's attendance (in-person or virtual) at quarterly public meetings for the Louisiana Commission for the Deaf through the review of attendance logs and the tracking of involvement in meetings.
- The LCD Program Monitor will conduct annual performance evaluations during a yearly one (1) day site visit to be scheduled with the Contractor.

The Contract Monitor shall also: (a) Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary; (b) Assure that items/payments requested in invoices are in compliance with the Contract; (c) Coordinate with LDH fiscal office for payments to the Contractor, and/or obtaining of any further needed documentation; and (d) Maintain telephone and/or e-mail contact with Contractor on Contract activity and/or host

visits at LDH to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, the Contractor shall inform LDH-OPH-BFH of all problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time schedules and goals. The contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contractor, and any assistance which may be needed to resolve the situation.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letters, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

Attachment I

CERTIFICATION STATEMENT

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 shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept 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 shall be valid for ninety (90) calendar days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 calendar days from the date of delivery of initial Contract in which to complete Contract negotiations, if any, and

fourteen (14) days to 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 shall certify, 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).
7. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any Contract by the Office of State Procurement. The Contracting agency reserves the right to withdraw its consent to any Contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or take any other action intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting action. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any Contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of proposer or Authorized Representative:

Typed or Printed Name:

Company Name

Address

City, State, Zip

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

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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

--

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

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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; 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, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

2. **Confidentiality:** Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.
3. **Right to Auditors:** 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 five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, 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 LDH 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 Louisiana Department of Health, 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 LDH Office**.

4. **Record Retention:** 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. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services Contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this Contract.
6. **Nonassignability:** 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 State Procurement.
7. **Taxes:** 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.
8. **Insurance:** 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 Louisiana Department of Health, 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.
9. **Travel:** 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.
10. **Political Activities:** 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.
11. **State Employment:** 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.
12. **Ownership of Proprietary Data:** 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.
13. **Subcontracting:** 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 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.

14. **Conflict of Interest:** Contractor acknowledges that the Code of Governmental Ethics, La. R.S. 42:1101, et seq., applies to Contractor in the performance of services under this contract. Contractor warrants that 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 La. R.S. 42:1113. Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of the contract
15. **Unauthorized Services:** 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.
16. **Fiscal Funding:** 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 \$2,000, the Division of Administration, Office of State Procurement.

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. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this Contract.

If Contractor is a "subrecipient" of federal funds under this Contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. **Amendments:** 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 the Contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. 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.
19. **Non-Infringement:** 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 LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name,

but at Contractor's expense and shall indemnify and hold harmless LDH 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. **Purchased Equipment:** Any equipment purchased under this Contract remains the property of the Contractor for the period 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 LDH 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. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, 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 R.S. 40:1237.1 et seq. 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 LDH.
22. **Severability:** 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. **Entire Agreement:** 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.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.
25. **Remedies for Default:** Any claim or controversy arising out of this Contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from Contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.

31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this Contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Cybersecurity Training:** In accordance with La. R.S. 42: 1267 (B) (3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor 's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

35. **Code of Ethics:** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.
36. **Countersignature:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
37. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
38. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
39. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
40. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to Contracts that resulted from an RFP.*
41. **Contractor must comply with the Office of Technology Services (OTS) Information Security Policy,** <https://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>. a. Contractor must report to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov. b. Contractor must follow OTS Information Security Policy for Data Sanitization requirements for any equipment replaced during the contract and at the end of the

contract, for all equipment which house confidential/restricted data provided by the State. c. Contractor must ensure appropriate protections of data is in accordance with HIPAA Rules and HITECH Acts. d. If Contractor will have access to data originating from the Centers for Medicare and Medicaid Services (CMS), then Contractor must ensure their computer system is in compliance with CMS latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E 2.0. The CMS MARS-E 2.0 requirements include but are not limited to the below listed requirements: • Multi-factor authentication is a CMS requirement for all remote users, privileged accounts and non-privileged accounts. In this context, a “remote user” is referencing staff accessing the network from offsite, normally with a client virtual private network with the ability to access CMS data. • Perform criminal history check for all staff prior to granting access to CMS data. All employees and contractors requiring access to Patient Protection and Affordable Care Act (PL 111-148) sensitive information must meet personnel suitability standards. These suitability standards are based on a valid need-to-know, which cannot be assumed from position or title, and favorable results from a background check. The background checks for prospective and existing employees (if not previously completed) should include, at a minimum, contacting references provided by the employee as well as the local law enforcement agency or agencies.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

Revised: 2019-08-07 LDH CF-1 (Page 5)

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



**STATE OF LOUISIANA DEPARTMENT OF
HEALTH**

SIGNATURE

DATE

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NAME

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TITLE

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SIGNATURE

DATE

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NAME

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TITLE

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SIGNATURE

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SIGNATURE

DATE

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NAME

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TITLE

Attachment III

Rev 09/2013

HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this Contract and addendum as required by the HIPAA Rules and by this Contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the Contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this Contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this Contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), Contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions and requirements that apply to Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or subcontractors’ actions or omissions do not cause Contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this Contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1

of the CF-1. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by LDH, in which case Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

9. To the extent that Contractor is to carry out one or more of LDH’s obligations under 45 C.F.R. Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to Contractor, Contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH’s compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys’ fees resulting from any violation of this addendum by Contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and Contractor is strictly an independent Contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and Contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the Contract immediately if LDH determines that Contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, Contractor shall return or destroy (at the option of LDH) all PHI received or created by Contractor that Contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, Contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

Attachment V

COST TEMPLATE

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in the disqualification of the proposal.

Instructions:

Proposers shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP for each year for a three (3) year period. Proposers shall provide one flat rate per deliverable for each Year in the table. This rate shall be fully burdened with all costs for the provision of services, including indirect and/or overhead costs. An annual maximum of six hundred twenty-five thousand dollars (\$625,000) in funding is available for this award.

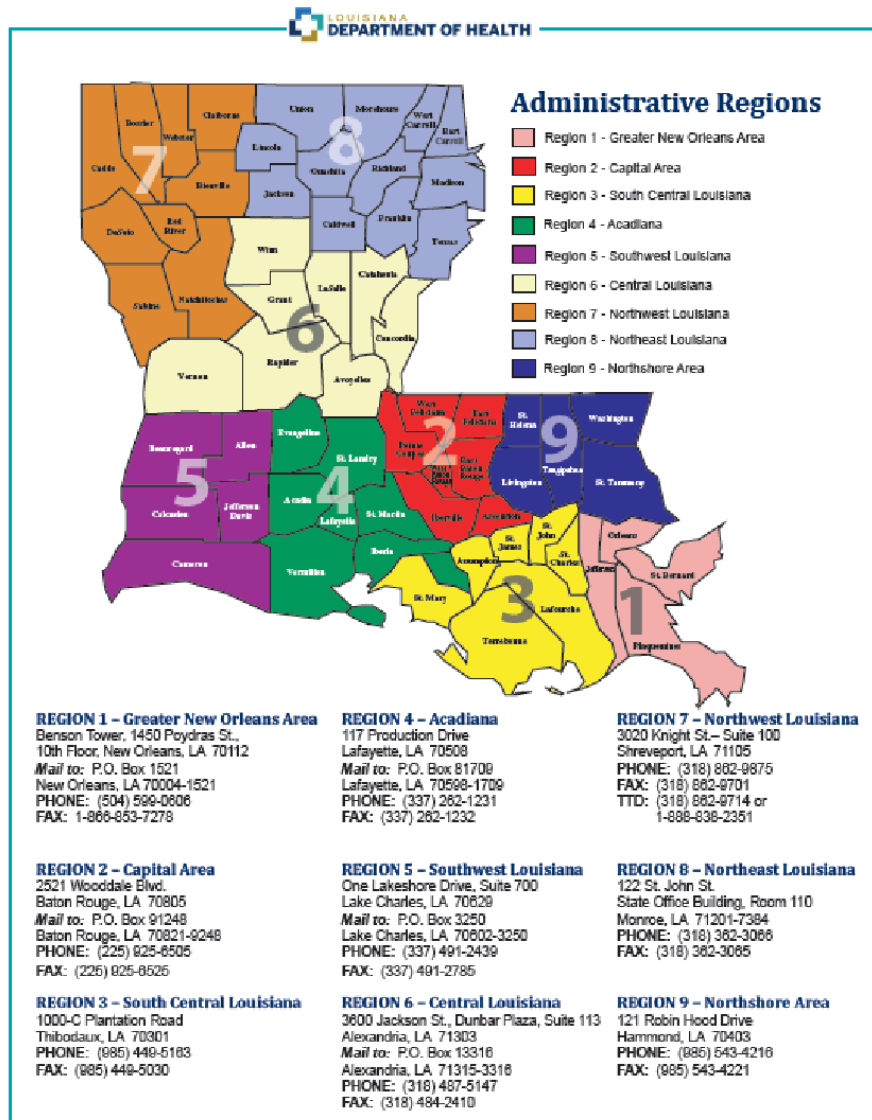
Year 1 Deliverables	Description of Expenses	Unit Costs	Total Cost Year 1
Recruit, subcontract, and train SSPs			
Provide and/or monitor SSP ongoing professional development			
Work on collaborative projects with LCD			
Conduct outreach			
Provide consumer intake assessment and orientation			
Coordinate SSP service requests			
Complete required data collection, submission, and quality improvement			
Payment to SSP subcontractors for SSP services <i>Required: minimum 70% of total funds must be allocated to SSP services in this deliverable</i>			
Total			

Year 2 Deliverables	Description of Expenses	Unit Costs	Total Cost Year 2
Recruit, subcontract, and train SSPs			
Provide and/or monitor SSP ongoing professional development			
Work on collaborative projects with LCD			
Conduct outreach			
Provide consumer intake assessment and orientation			
Coordinate SSP service requests			
Complete required data collection, submission, and quality improvement			
Payment to SSP subcontractors for SSP services <i>Required: minimum 70% of total funds must be allocated to SSP services in this deliverable</i>			
Total			

Year 3 Deliverables	Description of Expenses	Unit Costs	Total Cost Year 3
Recruit, subcontract, and train SSPs			
Provide and/or monitor SSP ongoing professional development			
Work on collaborative projects with LCD			
Conduct outreach			
Provide consumer intake assessment and orientation			
Coordinate SSP service requests			
Complete required data collection, submission, and quality improvement			
Payment to SSP subcontractors for SSP services <i>Required: minimum 70% of total funds must be allocated to SSP services in this deliverable</i>			
Total			

Total cost for all 3 years \$_____

Regional Map



SSP Code of Conduct

The Code of Conduct is a common reference document for individuals who work in professions where an ethical commitment is required.

1. **Confidentiality**: The SSP must sign and abide by a confidentiality agreement as developed by Contractor. They must respect the privacy of the Deaf Blind consumer.
2. **Boundaries**: SSPs are expected to maintain a professional working relationship with the Deaf Blind individuals while they are providing services in their role as a SSP. If an SSP has a different type of relationship or serves the Deaf Blind individual in some other capacity at other times, such as a reading volunteer, the SSP must ensure they adhere to the scope of their professional role as an SSP while working as a paid SSP. While the SSP is working, he or she should not be making personal phone calls, doing his or her own grocery shopping, or otherwise combining personal needs or errands with the job.
3. **Professional Development**: SSPs are strongly encouraged to seek continuing education to help them develop and maintain their SSP skills, their understanding of the Deaf Blind experience, guiding techniques and communication/language modalities.
4. **Health/Hygiene**: The SSP and the Deaf Blind person should take the precautions of practicing good hygiene and health. For example, if the SSP is feeling sick and possibly contagious, he/she should arrange for a substitute. In any case, both the SSP and the Deaf Blind consumer should be aware of the implications of tactile or close-vision communication. Both should follow universal precautions such as washing hands.
5. **Law Abiding**: The SSP should follow relevant laws and regulations. SSPs should further be alert and ready to work during an assignment and not be under the influence of any drugs, alcohol, or mood-altering substances. If SSPs are on any medication that possibly impact their work performance, they should immediately request a substitute and notify the Contractors' designated SSP Coordinator. Harassment and abuse (physical, verbal, financial, or emotional) are strictly forbidden and should immediately be reported to the SSP Coordinator. If abuse occurs, the victim may file a complaint with the appropriate authorities.
6. **Attire**: The SSP will be required to be flexible with apparel. Each assignment may have specific clothing requirements as it relates to the consumer's individual accommodation needs, as well as the specific activity occurring during the assignment. The SSP should expect that situations could require apparel flexibility during the same working day.