



Request for Proposal (RFP) for  
ESF-8 MEDICAL STAFF FOR DISASTERS FOR ALL HAZARD RESPONSE

BUREAU OF COMMUNITY PREPAREDNESS

**RFP # 3000011796**

**Proposal Due Date/Time: February 11, 2019, 4:00 p.m.**

Release Date: January 4, 2019

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# Glossary

**Contractor:** The successful Proposer who is awarded a contract.

**Congregate Facilities:** A non-institutional site for evacuees that are medically dependent individuals, but who are not acutely ill, require community/government assistance, and have no other options for sheltering.

**Discussions:** For the purposes of this Request For Proposal (RFP), a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

**Emergency Medical Assistance Compact (EMAC)** – La. R.S. 29:733 authorizes the State’s participation in EMAC, which provides for mutual assistance between the states entering into the Compact in managing any emergency disaster that may be duly declared by the governor of the affected state, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack, and other provisions as stated in the law.

**ESF-8: Emergency Support Function 8** – Public Health and Medical Services provides public health and sanitation, emergency medical and hospital services, crisis counseling and mental health services to disaster victims and workers; supplements and supports disrupted or overburdened local medical personnel and facilities; and relieves personal suffering and trauma. In addition, ESF-8 provides coordination of Louisiana’s Catastrophic Mass Fatality Plan that may be enacted during a State declaration.

**The Homeland Security Exercise and Evaluation Program (HSEEP):** A program that provides a set of guiding principles for exercise programs, as well as a common approach to exercise program management, design and development, conduct, evaluation, and improvement planning.

**Incident Command Team:** Team structured to facilitate incident command.

**Louisiana Department of Health:** LDH or Department.

**Must:** Denotes a mandatory requirement.

**Original:** Denotes must be signed in ink.

**Proposer:** An individual or organization submitting a proposal in response to this RFP.

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

**Shall:** Denotes a mandatory requirement.

**Should, may, can:** Denotes a preference, but not a mandatory requirement.

**State:** The State of Louisiana.

State Health Officer (SHO): The State Health Officer is appointed by the Secretary of the Louisiana Department of Health in accordance with Title 40 of the Louisiana Revised Statutes. The current State Health Officer is Dr. Jimmy Guidry. As used in this RFP, State Health Officer means the State Health Officer or his/her designee.

Will: Denotes a mandatory requirement.

# Acronym List

AAR: After Action Review

BCP: Bureau of Community Preparedness

EMAC: Emergency Management Assistance Compact

EOC: Emergency Operations Center

ESF-8: Emergency Support Function 8

FMS: Federal Medical Station

ICS: Incident Command System

ICT: Incident Command Team

JIT: Just-In-Time Training

HSEEP: Homeland Security Exercise and Evaluation Program

LDH EOC: Louisiana Department of Health Emergency Operation Center

MRP: Mission Ready Package

MSNS: Medical Special Needs Shelter

NIMS: National Incident Management System

OPH: Office of Public Health

PHERC: Public Health Emergency Response Coordinator

## I. GENERAL INFORMATION

### A. Background

The Louisiana Department of Health (LDH) is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the 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, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

OPH is comprised of 1,100 professionals across Louisiana who are charged with protecting and promoting the health of the communities of our State. The agency operates more than fifty (50) programs with staff in sixty-three (63) parish health units, three (3) specialty clinics, nine (9) regional offices, three (3) centers, fifteen (15) bureaus, and nearly 600 contractual agreements. Engineers, doctors, chemists, biologists, nurses, sanitarians, clinicians, emergency preparedness experts, and a host of other professionals work constantly to:

- monitor the food Louisiana's residents and visitors eat;
- keep Louisiana's water safe to drink;
- fight chronic and communicable disease;
- ensure the State is ready for hurricanes, disasters, and other threats;
- manage, analyze, and disseminate public health data;
- ensure access to vital records like birth certificates; and
- offer preventive health services.

The Bureau of Community Preparedness (BCP) is contained within OPH and uses an all-hazards approach to integrate State and local public health jurisdictions for response to public health threats. BCP is organized according to the National Incident Management System (NIMS) Incident Command System (ICS). Components of ICS include Command, Administration and Finance, Logistics, Operations, and Planning. This structure allows for efficient management by integrating processes, personnel, communications, and equipment on a day-to-day basis, as well as during emergencies.

In accordance with the mission of LDH during a Governor's declared emergency, LDH is the State agency lead for Emergency Support Function 8 (ESF-8), that is Public Health and Medical Services.

Services rendered during a disaster or emergency may include the following:

- *Medical Care;*
- *Crisis Counseling;*
- *Behavioral Health services;*
- *Support and supplementation of disrupted or overburdened local medical personnel and facilities;*



- *Emergency Medical Services, Medical Transport/Evacuation (public and private health care facilities, nursing homes, and citizens) and Hospital Services;*
- *Public Health and Sanitation;*
- *Points of Dispensing (Medical Countermeasures); and*
- *Mass Fatality Care.*

In a Governor's State-declared emergency, LDH operating under ESF-8 is responsible for assisting in overall emergency preparedness planning and development of a statewide disaster response system. This includes responsibility for coordinating and staffing Medical Special Needs Shelters (MSNSs) and/or other medical operations. Based on the incident where evacuations are occurring, the State Health Officer or designee may decide to open a MSNS in any of the following nine (9) cities: New Orleans, Baton Rouge, Alexandria, Lake Charles, Lafayette, Thibodaux, Hammond, Monroe, and Bossier City. MSNS sites are not limited to these locations.

Medical Special Needs Shelters are congregate facilities that provide safe refuge to individuals who have medical needs that they cannot manage themselves, require community/government assistance, and who do not have anywhere to evacuate. These individuals should have a caregiver with them at the MSNS. Shelters are temporary living arrangements that provide medical monitoring and limited medical care only until the emergency is over. To gain admission into a MSNS, the person must be deemed appropriate as determined through triage criteria.

## **B. Purpose of RFP**

The purpose of this RFP is to solicit proposals from qualified proposers that can organize medical teams to provide medical care in a shelter environment. The medical care provided in a shelter environment is generally limited to supportive care, but can encompass temporary treatment until definitive care can be arranged.

Multiple contracts may be awarded as a result of this RFP to ensure adequate availability of contracted staff to respond and staff the Medical Special Needs Shelter(s) in the event of an emergency.

Up to \$400,000 is available for the readiness scope of work, to be divided among any contracts awarded.

The response scope of work in the contract(s) will be activated and deactivated as authorized by the State Health Officer or designee.

## **C. Goals and Objectives**

LDH seeks a Contractor(s) to provide a readiness plan as well as a comprehensive, independent, turnkey operation inclusive of managing all medical components of the shelter(s) for up to fourteen (14) days and shall plan to staff for a minimum capacity of three hundred (300) shelterees per site within the State. (**Note:** Capacity may surge due to the situation causing an influx of evacuees.)

The contract(s) resulting from this RFP will be implemented in two (2) phases:

1. Readiness
2. Response

#### **D. Invitation to Propose**

The Louisiana Department of Health, Office of Public Health, Bureau of Community Preparedness is inviting qualified proposers to submit proposals for providing staff augmentation in administrative and direct care personnel to support the Department's role in providing public health and medical care in response to a Governor's State-declared emergency. Services will be needed to deliver medical and supportive care to individuals within Louisiana who may have physical and/or behavioral health needs. The successful Proposer(s) will provide these services based on the personnel disciplines they offer in their proposal and in quantities that will support contract activation.

#### **E. Qualifications to Propose**

The Proposer shall provide a proposal that describes relevant prior experience, readiness plan and operational plan for implementing a comprehensive, independent, turnkey operation inclusive of managing all medical components of the shelter and shall plan to staff for a minimum capacity of three hundred (300) shelterees per site within the state.

The Proposer's non-medical personnel must have a minimum of one (1) year of experience in emergency response and/or preparedness and personnel qualifications shall include proficiency in computers, writing, filing, and acceptable communication skills.

The Proposer's medical personnel must have at a minimum of one (1) year of medical experience in any of the following areas: Acute Care, Critical Care, Emergency Room, Medical/ Surgical, Behavioral Health, Chronic Disease Management, Wound and Ostomy Care, Pharmacy, Geriatrics, and/or Pediatrics.

#### **F. RFP Addenda**

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

<http://wwwcfprd.doh.louisiana.gov/OSP/LaPAC/pubMain.cfm>

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

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

## **II. ADMINISTRATIVE INFORMATION**

### **A. RFP Coordinator**

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

**Keith Phillips**  
**Program Manager**  
**Louisiana Department of Health**  
**Office of Public Health Bureau of Community Preparedness**  
**8453 Veterans Memorial Blvd.**  
**Baton Rouge, LA 70807**  
**Email: Keith.Phillips@la.gov**  
**Fax: (225) 354-3506**

2. All communications relating to this RFP must be directed to the RFP Coordinator named above. 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.

### **B. Proposer Inquiries**

1. LDH will consider written inquiries regarding the requirements of the RFP or Scope of Work to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via 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 links:  
<http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>  
<http://new.ldh.louisiana.gov/index.cfm/newsroom/category/47>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

### **C. Pre-Proposal Conference**

Not required for this RFP.

### **D. 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 the following:

- 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; or
- 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.

#### **E. Schedule of Events**

LDH reserves the right to revise this schedule. Revisions, if any, before the Deadline for Receipt of Written Proposals will be formalized by the issuance of an addendum to the RFP.

<b>Schedule of Events</b>	
RFP advertised in newspapers and post to LaPac	January 4, 2019
Deadline for Receipt of Written Questions	January 18, 2019
Response to Written Questions	January 24, 2019
Deadline for Receipt of Written Proposals	4:00 PM CT on February 11, 2019
Notice of Intent to award announcement, and 14-day protest period begins, on or about	March 8, 2019
Contract Execution, on or about	April 19, 2019

### III. SCOPE OF WORK

#### A. Project Overview

The purpose of this RFP is to solicit proposals from qualified proposers that can organize medical teams to provide medical care in a shelter environment.

LDH is seeking a Contractor(s) to provide team-coverage at pre-identified Medical Special Needs Shelter(s) in the State. The response contract(s) will be activated and deactivated as authorized by the State Health Officer or designee.

Team: The MSNS team shall be responsible for the medical response operation within the MSNS. The team shall be composed of a range of medical and clerical skillsets to support a twenty-four (24) hour operation for up to fourteen (14) days. The team shall be determined by the Contractor and should include Physicians, Nurse Practitioners, Registered Nurses, Licensed Practical Nurses, Nursing Assistants, Respiratory Therapists, Licensed Clinical Social Workers, Pharmacists, and Clerical/Administrative staff. The Contractor shall be responsible for the shift change of Contractor-managed shift personnel for the duration of the event. The Contractor shall be responsible for evaluating the number and type of clinical skillsets (Shift Schedule) required to operate the MSNS site based on the volume and/or acuity of the MSNS shelterees. The Contractor shall work with the OPH Regional Medical Director to ensure that the Shift Schedule is acclimated to the situational activities in the shelter, yet adaptable for unknowns that may alter the overall shelter strategy (i.e. surge, demobilization).

Time: Depending upon the event, MSNS operations can last a few days to a few weeks. During the notification phase, LDH will work with the Contractor to identify the anticipated longevity of the operation. "Notification" is that period of time when the anticipated threat of impact is not yet certain. The notification period may encompass days or hours before formal staging of resources and assets to mitigate the threat. "Activation" is that period of time when there is confidence in the threat's impact to occur in a certain time to an area or location. Activation is a decision-point to pre-stage assets and resources to be available for response efforts. LDH seeks a Contractor that can provide identified teams of staff to the designated site within forty-eight (48) hours or less of contract activation. For those events going beyond fourteen (14) days, LDH will work with the Contractor to determine availability of teams for active MSNS site(s).

Regional Site Locations: For emergency planning purposes, Louisiana has been organized into nine (9) regions in the areas of New Orleans, Baton Rouge, Alexandria, Lake Charles, Lafayette, Thibodaux, Hammond, Monroe, and Bossier City. Each region has a pre-identified MSNS site. Depending upon the scope and scale of the event, various MSNS sites may be activated. The Contractor shall provide teams at the specified MSNS sites as directed by LDH. LDH has a Regional Command Team identified for each Region. The Regional Command Team is composed of the Public Health Regional Medical Director/Administrator (RMD), the Public Health Emergency Response Coordinator (PHERC), and a Regional Hospital Nurse Coordinator (RHNC). This core team has been expanding into a Regional Response Network inclusive of public-private industry representatives to include a Hospital Designated Regional Coordinator, an EMS Designated Regional Coordinator and other industry coordinators. The Contractor-identified MSNS teams will interface with the Regional Medical Director and PHERC for Shelter Incident Action Planning (IAP).

Medical Special Needs Shelter (MSNS): MSNS sites are congregate facilities that provide safe refuge to maintain the current health, safety, and well-being of medically dependent individuals who are not acutely ill and require community/government assistance in sheltering. Each MSNS site has a capacity of housing approximately three-hundred (300) individuals. The medical care provided in a shelter environment is generally limited to supportive care, but can encompass temporary treatment until definitive care can be arranged. Disruption of local services is a factor that may impact local referrals for access to definitive care.

Emergency Management Assistance Compact (EMAC): The Contractor(s) may be requested to provide assistance to other states via the Emergency Management Assistance Compact (EMAC). Louisiana's State Health Officer will have sole discretion to determine if EMAC activation is feasible based upon review of the scope and scale of an event, available resources, and potential impacts. The same contractual requirements of the Response Phase will apply if the Contractor(s) is required to provide assistance via the EMAC.

However, in the event of an EMAC activation, the Contractor(s) may seek reimbursement for travel and other allowable expenses in accordance with the Division of Administration, State General Travel Regulations, within the limits or exceptions established for state employees, as defined in Division of Administration Policy and Procedure memorandum No. 49 (PPM No. 49). PPM 49 can be found on the website at: <https://www.doa.la.gov/pages/osp/travel/TravelPolicy.aspx>. Reimbursement for any additional expenditures can only be sought if the request was included in the submitted EMAC request and approved by the requesting state in the REQ-A, which serves as the contract signed between Louisiana and the requesting state.

La R.S. 29:733 authorizes the State's participation in EMAC.

The State reserves the right to award to a single contractor or make multiple awards, whichever is in the best interest of the State.

## **B. Deliverables - General Requirements**

### **1. Readiness Phase:**

- The Contractor shall provide annual training for identified response staff used to support MSNS Teams and roles/responsibilities necessary to satisfy response deliverables listed within the Scope of Work.
- The Contractor shall annually provide LDH with a response staff roster, verification of response staff credentials, and a training report for all rostered response staff as described in the Scope of Work.
- The Contractor shall be ready to support State MSNS operations by providing teams of staff to provide medical support to shelter residents with low-to-high acuity and by providing administrative assistance for record filing and data entry.

### **2. Response Phase:**

- Contingency contract(s) will activate and deactivate upon authorization from the State Health Officer or designee and with written notification from the LDH Emergency Operations Center (EOC).

- Once activated, the Contractor may remain in active status for up to fourteen (14) days. The Contractor will be officially notified of deactivation by the LDH EOC via written communication. For those events that extend beyond fourteen (14) days, the LDH EOC will contact the Contractor and request additional teams for the designated shelters.
- For MSNS Teams contingency contract(s), the State reserves the right to increase or decrease the number of teams and modify the team composition assigned to respond based on the incident need. For each team, the Contractor must provide an hourly rate for each discipline identified inclusive of all costs (labor, travel, and overhead/administrative), the discipline composition of the team, the total team members by discipline and the overall total number of team members that will be provided for a minimum shelter capacity of three-hundred (300) sheltered individuals. The Contractor will be responsible for providing teams to provide medical support twenty-four (24) hours a day for up to fourteen (14) days. Within thirty (30) days of the deactivation of the contingency contract, all logs and required reports shall be submitted to the Contract Monitor for review with the purpose of reimbursement and accountability.

### **C. Deliverables - Specific Requirements**

#### **1. Medical Special Needs Shelter (MSNS) Teams**

##### **a. Background and Introduction to the MSNS:**

1. MSNS and other operations sites where medical support is coordinated by LDH will be compliant with the National Incident Management System (NIMS) and follow the Incident Command System (ICS) utilizing a Regional Incident Command Structure. LDH will provide coordination, resources and direction to the Contractor's MSNS Team Managers. Teams will function under the Regional Incident Command Structure while providing comprehensive and independent medical support services to shelterees. The Contractor should assume that LDH will not have any medical staffing available to augment shelter teams. Teams must be fully functional to provide medical support based on the number and acuity of shelterees. LDH will provide the Incident Command Structure and oversight for the operation.
2. Non-medical personnel must have a minimum of one (1) year of experience in emergency response and/or preparedness and personnel qualifications shall include proficiency in computers, writing, filing, and acceptable communication skills.
3. Medical personnel must have at a minimum of one (1) year of medical experience in any of the following areas: Acute Care, Critical Care, Emergency Room, Medical/Surgical, Behavioral Health, Chronic Disease Management, Wound and Ostomy Care, Pharmacy, Geriatrics, and/or Pediatrics.

##### **b. MSNS Team Functions:**

1. The Contractor will provide teams of medical and non-medical staffing to operate the State MSNSs for twelve (12) hour shifts, twenty-four (24) hours a day that may remain in active status up to fourteen (14) days.
2. The Contractor will provide sufficient teams of staff to provide medical support to shelter residents with low-to-high acuity and administrative assistance for record filing and data entry. Examples of medical and non-medical personnel positions include: Physicians, Nurse Practitioners, Registered Nurses, Pharmacist, Licensed Practical Nurses, Nursing Assistants, Certified or Respiratory Therapists, Licensed Clinical Social Workers, and Clerical/Administrative staff.

**c. Readiness Phase for MSNS Teams:**

1. The Contractor will coordinate a planning meeting to discuss strategies and operational plans for readiness to respond to emergencies and disasters within Louisiana. The Contractor will:
  - a. Train and maintain a core MSNS leadership team to operate as a liaison at the State level.
  - b. Develop and maintain a plan to manage shelter medical operations.
  - c. Maintain an available pool of credentialed staff.
2. Year 1 of Readiness
  - a. Orient core leadership team to LDH structure (NIMS, ESF-8, and MSNS structure).
  - b. Survey nine (9) Regional MSNS sites and develop medical operations footprint.
  - c. Develop Concept of Operations for MSNS Teams.
  - d. Develop activation plan for MSNS Teams.
  - e. Conduct yearly call down drill of staff and provide report of response.
  - f. All medical personnel must have active and unencumbered licenses in their state of licensure. Contractor will annually provide a summary report of staff verification of licensure and training. Contractor shall provide proper credentialing/verification of licensure and supporting documentation at the time of deployment.
  - g. Training Requirements - Medical staff shall be trained and must be current in American Heart Association Basic Cardiac Life Support prior to working in a medical operation pursuant to the contract. Documentation of training shall be provided to site designee upon staff's arrival. Each contracted staff member shall be trained in Introduction to the Incident Command System: IS 100.b (ICS-100), ICS for Single Resources and Initial Action Incidents: IS 200.b (ICS-200), National Incident Management System (NIMS), An Introduction: IS 700.a (ICS-700).
3. Year 2 of Readiness
  - a. Update training of core leadership.
  - b. Evaluate and update Concept of Operations for MSNS Teams and activation plans.
  - c. Conduct Just-In-Time (JIT) training review for staff (ensure updated information).
  - d. Conduct drill for Operations Team (full scale exercise).
  - e. Produce Homeland Security Exercise and Evaluation Program (HSEEP) compliant After Action Review (AAR).
  - f. Conduct yearly call down drill of staff and provide report of response.
  - g. All medical personnel must have active and unencumbered licenses in their state of licensure. Contractor will annually provide a summary report of staff verification of licensure and training. Contractor shall provide proper credentialing/verification of licensure and supporting documentation at the time of deployment.
  - h. Training Requirements - Medical staff shall be trained and must be current in American Heart Association Basic Cardiac Life Support prior to working in a medical operation pursuant to this contract. Documentation of training shall be provided to site designee upon staff's arrival. Each contracted staff member shall be trained in National Incident Management System – Incident Command System IS 100.b (ICS-100), ICS for Single Resources, Initial Action Incidents IS 200.b (ICS-200), National Incident Management System (NIMS), and An Introduction IS 700.a (ICS-700).
4. Year 3 of Readiness
  - a. Update training of core leadership.



- b. Evaluate and update Concept of Operations for MSNS Teams and activation plans.
- c. Conduct JIT training review for staff (ensure updated information).
- d. Conduct drill of Operations Team (full scale exercise).
- e. Produce exercise and after action review in accordance with HSEEP guidance.
- f. Conduct yearly call down drill of staff and provide report of response.
- g. All medical personnel must have active and unencumbered licenses in their state of licensure. Contractor will annually provide a summary report of staff verification of licensure and training. Contractor shall provide proper credentialing/verification of licensure and supporting documentation at the time of deployment.
- h. Training Requirements - Medical staff shall be trained and must be current in American Heart Association Basic Cardiac Life Support prior to working in a medical operation pursuant to this contract. Documentation of training shall be provided to site designee upon staff's arrival. Each contracted staff member shall be trained in National Incident Management System – Incident Command System IS 100.b (ICS-100), ICS for Single Resources, Initial Action Incidents IS 200.b (ICS-200), National Incident Management System (NIMS), and An Introduction IS 700.a (ICS-700).

**d. Readiness Performance Measures**

- 1. The Contractor shall submit sign in sheets for meetings/exercises attended each year.
- 2. The Contractor shall complete and submit an After Action Review (AAR) for exercises that the Contractor conducts each year.
- 3. The Contractor shall submit a call down report demonstrating the rate of participation for all employees.
- 4. The Contractor shall submit an Executive Summary each year summarizing activities within the State along with recruitment and retention of employees.
- 5. The Contractor shall submit updated operational plans each year.
- 6. The Contractor shall submit a credentialing and training report each year.
- 7. The Contractor shall submit this documentation each year to the LDH Contract Monitor.

**e. Readiness Monitoring Plan**

- 1. LDH Contract Monitor will review all documentation provided to ensure compliance with all performance measures.

**f. Response Phase for MSNS Teams**

- 1. Activation - The Contractor will provide MSNS teams comprised of staff with appropriately identified skill sets for one (1) or more of the nine (9) regional MSNS shelter sites. Teams must be fully functional to provide medical support based on the number and acuity of shelterees. LDH will provide the Incident Command Structure and oversight for the operation.
- 2. The staff shall arrive within forty-eight (48) hours from the notification of contract activation. The Contractor will be responsible for operating all aspects of the MSNS shelter for twelve (12) hour shifts, twenty-four (24) hours a day that may remain in active status up to fourteen (14) days.
- 3. In order to work in the operation as a medical provider within their defined scope of practice, the Contractor shall obtain deploying medical staff's completed Louisiana disaster permit, if applicable, completed forms for specific board credentialing (job verification form, etc.) and government-issued identification to ensure medical staff are

- approved by the appropriate Louisiana licensure board. Upon contract activation, the Contractor shall provide LDH EOC with medical staff's documentation. Contracted personnel will not be able to commence work until the proper paperwork has been submitted and approved by the respective licensing board. The LDH EOC/Louisiana Association of Volunteers in Action (LAVA) section will assist the Contractor by working with the appropriate Louisiana licensure board for credentialing. **(Note:** All medical personnel must have active and unencumbered licenses in their host state of licensure. Documentation needed for credentialing is subject to change as the licensure boards' rules and regulation and state laws change.)
4. The number of shelters and teams activated and/or deactivated will be based on the scale and scope of the incident. The State reserves the right to increase or decrease the total teams assigned and modify the team composition based on the incident need. The Contractor will be responsible for providing teams to provide medical support twenty-four (24) hours a day, which will remain in active status for up to fourteen (14) days unless deactivated earlier as authorized by the State Health Officer or designee.
  5. MSNS Documentation - LDH will provide approved forms for reporting and for documentation of the medical operations. All client documents and reports shall remain in the care, custody, and control of LDH and are the property of the State of Louisiana. All Contractor personnel will complete a daily Time and Attendance log that must be approved by the onsite Shelter Command Staff.
  6. Logistics - The Contractor will be responsible for all supply provisions and costs for travel expenses including lodging and meals for staff while on active and inactive duty during an event. Contractor's staff will be responsible for arriving to the designated MSNS and securing lodging prior to arrival. If resources are not available as deemed by LDH due to a natural disaster or consumer demand, LDH will work with the Contractor to coordinate lodging needs.

**g. Response Performance Measures**

1. The Contractor will report to LDH Regional Command to carry out duties of MSNS operations as outlined in regional MSNS operations plans and/or as tasked during command briefing.
2. The minimum frequency of reporting shall be at least once per operational shift.
3. For each operational shift, the Contractor will submit summary reports such as situation reports (sitreps), activity sheets, sign in/out sheets, communication logs, resource requests, and/or patient care forms as instructed.

**h. Response Monitoring Plan**

1. LDH Regional Command will hold at least one (1) status meeting each operational shift.
2. LDH Regional Command will review the roster, review any reports, and sign off on sign-in/out sheets.
3. LDH Regional Command will submit sign-in/out sheets to LDH EOC with regional situation reports (sitreps).

**D. Liquidated Damages**

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay

the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, then LDH may reassert the assessment of liquidated damages, even following contract termination.

- a. Late submission of any required report - \$50 per working day, per report.
  - b. Failure to submit the required medical staff documentation for Louisiana credentialing upon staff /deployment - \$50 per staff documentation not received.
  - c. Failure to fill vacant contractually required key staff positions within ninety (90) days - \$500 per working day from ninety-first (91<sup>st</sup>) day of vacancy until filled with an employee approved by the Department.
  - d. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
  - e. Late submission of invoices beginning ten (10) business days after the stated due date - \$500 per working day per invoice.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
    - a. The duration of the violation;
    - b. Whether the violation (or one that is substantially similar) has previously occurred;
    - c. The Contractor's history of compliance;
    - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
    - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

#### **E. Fraud and Abuse**

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

#### **F. Technical Requirements**

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

- The Contractor is responsible for procuring and maintaining hardware and software resources, which are sufficient to successfully perform the services, detailed in this RFP.
- The Contractor shall adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.

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

#### **G. Subcontracting**

1. The State shall have a 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, they should acknowledge in their proposals total responsibility for the entire contract.
2. Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
3. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:
  - a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
  - b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

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

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

2. The 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 the contract.

## **I. Insurance Requirements**

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

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

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

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

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

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

The Contractor(s) shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage, and contractual liability, with combined single limits of \$1,000,000.00.

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

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

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

The Contractor(s) shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000.00 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

**6. Subcontractor's Insurance**

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

**J. Resources Available to Contractor**

The LDH OPH Bureau of Community Preparedness will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

**K. Contract Monitor**

All work performed by the contract will be monitored by the following Program Manager or designee:

Keith Phillips  
Louisiana Department of Health  
Office of Public Health  
Bureau of Community Preparedness  
8453 Veterans Memorial Blvd.  
Baton Rouge, LA 70807

**L. Term(s) of Contract**

1. The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful contractor, LDH may also exercise an option to extend for up to twenty-four (24) additional months at an amount equal to or lower than the Readiness Cost for Year 3 with the same terms and conditions of the original contract. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term.
2. No contract/amendment shall be valid, nor shall the State be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the Contractor and has been approved in writing by the director of the Office of State Procurement. 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.

#### **M. Payment Terms**

1. LDH will pay Response Cost based on a team rate to be determined after reviewing the Contractor's submitted team composition. The LDH reserves the right to increase or decrease the number of teams and modify the team composition assigned to respond based on the incident need. The Contractor will invoice the State for services rendered within thirty (30) days of contract deactivation.
2. LDH will pay Readiness Cost, based on deliverables submitted in accordance with established timelines. The Contractor shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices shall be subject to approval of the Contract Monitor or designee. Continuation of payment shall be dependent upon available funding.
3. LDH shall secure retainage of ten percent (10%) from all billings under the readiness contract(s) as surety for performance. On successful completion of readiness contract deliverables, the retainage amount may be released. If the Contractor has performed the contract services to the satisfaction of LDH and all invoices appear to be correct, LDH shall release all retained amounts to the Contractor.
4. 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 thirty (30) calendar days of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. The Contractor will not be paid more than the maximum amount of the contract.

## **IV. PROPOSALS**

### **A. General Information**

This section outlines the provisions that govern determination of compliance of each Proposer's response to this RFP. The Department shall determine, in its sole discretion, whether the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

### **B. Contact After Solicitation Deadline**

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

### **C. Code of Ethics**

1. The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the 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 the contract.
2. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity that can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by Proposer.

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

Issuance of this solicitation does not constitute a commitment by LDH 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.

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

1. The Secretary of LDH reserves the right to:
  - a. Make an award without presentations by proposers or further discussion of proposals received;
  - b. Enter into a contract without further discussion of the proposal submitted based on the initial offers received; and/or
  - c. Contract for all or a partial list of services offered in the proposal.
2. This RFP and the proposal of the selected Proposer shall become part of any contract initiated by the State.



3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
4. If the contract negotiation period exceeds 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.
5. Contract(s) shall be awarded to support planning to ensure that teams of medical and non-medical staff are trained in MSNS operations. Upon award of the contract(s), the Contractor(s) will be issued an order to begin performance of readiness deliverables as identified and prepare for integration, if activated.
6. The Response deliverable, as described in this RFP and to be included within the resulting contract(s), will be in effect on a contingency basis and shall only be activated at the direction of the State Health Officer or designee during a Governor's State-declared emergency. Upon the issuance of the Governor's declaration, the State Health Officer or designee will make a determination based on the scale and scope of the emergency as to the appropriate contractor(s) to activate in order to complete response objectives for the declared emergency. The contractor(s) will provide trained medical and non-medical staff during a declared emergency to be utilized at Louisiana's Medical Special Needs Shelters (MSNSs) and/or other medical operations at identified areas throughout the State at the direction of LDH.

#### **F. Assignments**

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

#### **G. Determination of Responsibility**

1. Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The Department must find that the selected Proposer:
  - a. Has adequate financial resources for performance or has the ability to obtain such resources as required during performance;
  - b. Has the necessary experience, organization, technical qualifications, skills, and facilities or has the ability to obtain them;
  - c. Is able to comply with the proposed or required time of delivery or performance schedule;
  - d. Has a satisfactory record of integrity, judgment, and performance; and
  - e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
2. The Proposer must ensure that its proposal contains sufficient information for the Department to make its determination by presenting acceptable evidence of the above to perform the contracted services.
  - a. 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 G.1.a above.

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

The State 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 State. 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 negotiating 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.

#### **I. Errors and Omissions**

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

#### **J. Ownership of Proposal**

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

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

Not Applicable to this RFP.

#### **L. Proposal Submission**

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each Proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals that, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink) and should submit five (5) duplicate hard copies, and one (1) electronic copy (on USB flash drive) of the entire proposal. Proposer shall also submit one (1) electronic copy (on USB flash drive) of its Redacted Proposal, if applicable. All electronic copies must be searchable. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier, or hand delivered to:  
**Keith Phillips**

**Program Manager**  
**Louisiana Department of Health Office of Public Health Bureau of Community Preparedness**  
**8453 Veterans Memorial Blvd.**  
**Baton Rouge, LA 70807**  
**Email: Keith.Phillips@la.gov**  
**Fax: (225) 354-3506**

#### **M. 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.

#### **N. Confidential Information, Trade Secrets, and Proprietary Information**

1. All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of LDH.
3. Only information that is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1, *et seq.*, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

#### **O. Proposal Format**

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

2. There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward, and concise statements of the Proposer's ability to satisfy the requirements of the RFP.

**P. Requested Proposal Outline:**

- Approach and Methodology
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Cost and Pricing Analysis

**Q. Proposal Content**

**1. Cover Letter**

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

**2. Table of Contents**

The contents of the proposal should be organized in the order set forth in Section IV.P above.

**3. 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 the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

**4. 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.

**5. Approach and Methodology**

- a. 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 Section III. 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. Proposers should respond to all requested areas.
- b. The Proposer should provide MSNS team compositions in their proposal for a comprehensive, independent, turnkey operation inclusive of managing all medical components of the shelter and should plan to staff for a minimum capacity of three hundred (300) shelterees per site within the State. (**Note:** Capacity may surge due to the situation causing influx of evacuees.)
- c. For each team, the Proposer should also provide in a separate comprehensive table an hourly rate for each discipline identified in the staffing model, not identified in the proposer's cost template. Rate should be inclusive of all costs (labor, travel, and overhead/administrative for 7 day activation), in the event the discipline is added to the

team's composition during a response activation, for a minimum shelter capacity of three hundred (300) shelterees.

- d. Table A found in **Attachment VI** illustrates a sample of the initial staffing blueprint for the Federal Medical Station (FMS). Proposers may use this staffing blueprint as a guide in developing their own team composition for their proposals. Please note that team structure (number and discipline) does not need to mimic or be identical to the blueprint provided. **This blueprint should be used as a planning tool only.**
- e. Table B found in **Attachment VI** illustrates a sample of the minimum staffing matrix for a Louisiana Medical Special Needs Shelter (MSNS) with a capacity of two hundred (200) shelterees. Please note that the staffing numbers may require adjustment to accommodate a larger shelter capacity. Proposers may use this staffing matrix as a guide in developing their own team composition (number and discipline) for their proposal. Please note that team structure does not need to mimic or be identical to the matrix provided. **This matrix should be used as a planning tool only.**

## 6. Administrative Data

- a. This section should contain summary information about the Proposer's organization. This section should state the Proposer's knowledge and understanding of the needs and objectives of LDH, Office of Public Health, Bureau of Community Preparedness as related to the scope of this RFP. It should further cite its ability to satisfy the requirements of this RFP.
- b. This section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c. This section should also include the following information:
  - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel;
  - ii. Name and address of principal officer;
  - iii. Name and address for purpose of issuing checks and/or drafts;
  - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
  - v. If out-of-state Proposer, give name and address of local representative; if none, so state;
  - vi. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
  - vii. If the Proposer was engaged by 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;
  - viii. Proposer's state and federal tax identification numbers; and
  - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or provide an explanation if not applicable. (See Attachment I)

## **7. Work Plan/Project Execution**

The Proposer should articulate an understanding of and the ability to effectively implement services as outlined within Section III of the RFP. In this section, the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:

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

- ## 8. Relevant Corporate Experience

- ## 9. Personnel Qualifications

- 30

## **10. Additional Information**

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

## **11. Cost and Pricing Analysis**

- a. Proposer shall specify costs for performance of tasks as identified in Section III of this RFP. The proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item-by-item breakdown of costs shall be included in the proposal.
- b. Proposers shall submit the breakdown of information in the format of the Cost 1 Table and the Cost 2 Table (see **Attachment V**).
- c. Proposers must complete a cost proposal in the formats in Attachment V to be considered for award. Failure to complete will result in the disqualification of the proposal.

## **12. Certification Statement**

The following information ***must*** be included in the proposal:

The Proposer must sign and submit an original Certification Statement (See Attachment II).

## **R. Waiver of Administrative Informalities**

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

## **S. Withdrawal of Proposal**

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

## **T. 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 and excluded from further consideration.

## **U. 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.



## V. EVALUATION AND SELECTION

### A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by an Evaluation Team based on the specific staffing needs (i.e. discipline needed) and the scope of the emergency/disaster that the Proposer can support.
2. Scoring will be based on a possible total of one hundred (100) points and the proposal with the highest total score will be recommended for award.

#### 3. Cost Evaluation:

- a. The Proposer with the lowest total cost for all three (3) years shall receive fifteen (15) points for Cost 1 Readiness Phase and the Proposer with the lowest total cost for seven (7) days of MSNS Operations shall receive ten (10) points for Cost 2 Response Phase. All costs shall be inclusive of all labor, travel, and overhead/administrative costs to perform the Scope of Work as identified in this RFP.
- b. Other Proposers shall receive points for cost based upon the following formulas:

$$\begin{array}{l} \textbf{Readiness Phase} \\ \text{CCS} = (\text{LPC}/\text{PC}) * 15 \end{array}$$

$$\begin{array}{l} \textbf{Response Phase} \\ \text{CCS} = (\text{LPC}/\text{PC}) * 10 \end{array}$$

**CCS** = Computed Cost Score (points) for Proposer being evaluated

**LPC** = Lowest Proposal Cost of all Proposers

**PC** = Individual Proposal Cost

- c. The assignment of the twenty-five (25) points based on the above formulas will be calculated by a member of the LDH staff.

#### 4. Hudson/Veteran Small Entrepreneurship Program

- a. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships 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.

- c. 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:
- Subcontractor's name;
  - Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
  - A detailed description of the work to be performed; and
  - 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.*

- d. 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 other subcontractor(s).

## 5. Evaluation Criteria and Assigned Weights

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

Evaluation Criteria	Assigned Weight
<b>Approach and Methodology</b>	<b>28</b>
<b>Corporate Experience</b>	<b>15</b>
<b>Qualification of Personnel</b>	<b>20</b>
<b>Cost</b>	<b>25</b>
<b>Louisiana Veteran and/or Hudson Initiative</b> <ul style="list-style-type: none"><li>Up to 10 points available for Hudson-certified proposers;</li><li>Up to 12 points available for Veteran-certified proposers;</li><li>If no Veteran-certified proposers, those two points are not awarded.</li><li>See Section V.A.4 for details.</li></ul>	<b>12</b>
<b>Total</b>	<b>100</b>

*\*The evaluation team will use a consensus scoring process.*

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

The Proposer must receive a minimum score of thirty-one and a half (31.5) points, fifty percent (50%) of the total available points in the technical categories of Approach and Methodology, Corporate Experience, and Qualification of Personnel to be considered responsive to this 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 Proposal, Technical Proposal 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.

#### **B. On-Site Presentation/Demonstration**

Not applicable to this RFP.

#### **C. Evaluation Team**

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

#### **D. Clarification of Proposals**

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

#### **E. Announcement of Award**

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency based on the responsive and responsible Proposer with the highest score.
2. The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract. Unsuccessful Proposer(s) will be notified in writing accordingly.
3. The proposals received *(except for that information appropriately designated as confidential in accordance with R.S. 44:3.2)*, selection memorandum along with list of criteria used along with the weight assigned each criteria, overall scores of each proposal considered, and a narrative justifying selection shall be made available upon request to all interested parties after the "Notice of Intent to Award" letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the award has been announced.

5. The award of a contract is subject to approval to the Division of Administration, Office of State Procurement.

**F. Best and Final Offers (BAFO)**

1. 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 submittal. 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.
2. The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

**G. Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the 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.

## VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

### A. Confidentiality of Data

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

### B. Taxes

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

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 the 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 the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the 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.

### C. Fund Use

The Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **VII. CONTRACTUAL INFORMATION**

### **A. Contract**

The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

#### **1. Substitution of Personnel**

The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

#### **2. Force Majeure**

The Contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic, or court order.

#### **3. Order of Precedence**

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal, second priority to the provisions of the RFP and its amendments and addenda, and third priority to the provisions of the proposal.

#### **4. Entire Agreement**

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

#### **5. Board Resolution/Signature Authority**

The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

#### **6. Warranty to Comply with State and Federal Regulations**

The Contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

#### **7. Warranty of Removal of Conflict of Interest**

The Contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

## **8. Corporation Requirements**

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

- a. If the Contractor(s) is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- b. If the Contractor(s) is a corporation not incorporated under the laws of the State of Louisiana, the Contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The Contractor(s) must provide written assurance to the Department from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, by-laws or the laws under which it is incorporated from performing the services required under the contract.

## **9. Contract Controversies**

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

## **10. Right To Audit**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **11. Contract Modification**

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

## **12. Severability**

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

## **13. Applicable Law**

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **B. Mutual Obligations and Responsibilities**

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

## **C. Retainage**

The Department shall secure a retainage of 10% from all billings under the readiness contract as surety for performance. On successful completion of readiness contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the readiness contract, if the Contractor has performed the readiness contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the Contractor.

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

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



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

## **E. Termination**

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

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

The 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 the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

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

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. The Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

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

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such

reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

**F. Independent Assurances**

Not applicable to this RFP.

**G. Prohibition of Discriminatory Boycotts of Israel**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, 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.

**Attachments:**

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. LDH Standard Contract Form (CF-1)**
- IV. HIPAA BAA**
- V. Cost Tables**
- VI. Regional Map**
- VII. Staffing Samples**

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

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

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 RFPs 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](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.

## CERTIFICATION STATEMENT

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's technical and cost proposals are valid for at least 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 thirty (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 certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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; and

9. Proposer certifies and agrees that the following information is correct: 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.

**Authorized Signature:**

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

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**Print Name:**

**Title:**

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## Attachment III: LDH Sample Contract (CF-1)

LDH - CF - 1  
Revised: 2017-10-17

### CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

LAGOV: \_\_\_\_\_

LDH: \_\_\_\_\_

Agency Name... \_\_\_\_\_

Agency # \_\_\_\_\_

AND

FOR

☐ Interagency ☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

RFP NUMBER (if applicable): \_\_\_\_\_

1) Contractor (Registered Legal Name) _____  2) Street Address _____  <div style="display: flex; justify-content: space-between;"> <span>City _____</span> <span>State LA _____</span> <span>Zip Code _____</span> </div> 3) Telephone Number _____  4) Mailing Address (if different) _____  <div style="display: flex; justify-content: space-between;"> <span>City _____</span> <span>State _____</span> <span>Zip Code _____</span> </div>	5) Federal Employer Tax ID# or SSN# (11 digits) _____ State LDR Account # _____  6) Parish(es) Served choose Parishes... _____  7) License or Certification # _____  8) Contractor Status <span style="border: 1px solid black; padding: 0 2px;">1</span> Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No  8a) CFDA#(Federal Grant #) _____
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9) Brief Description Of Services To Be Provided: 1

10) Effective Date _____	11) Termination Date _____
12) Maximum Contract Amount _____	
13) Amounts by Fiscal Year _____	

14) Terms of Payment 1

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

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

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

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

Attachment: HIPAA Addendum  
 Attachment: Standard Provisions  
 Attachment: Special Provisions  
 Attachment: Statement of Work  
 Attachment: Fee Schedule  
 Attachment: Budget  
 Attachment:  
 Exhibit: Board Resolution  
 Exhibit: Disclosure of Ownership  
 Exhibit: Multi Year Letter  
 Exhibit: Late Letter  
 Exhibit: Out of State Justification  
 Exhibit: Certificate of Authority  
 Exhibit: Resume  
 Exhibit: License  
 Exhibit:



**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 abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **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 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 R.S. 42:1113.
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:
  - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
  - 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. **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.
34. **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.*

**SIGNATURES TO FOLLOW ON THE NEXT PAGE**

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  
LOUISIANA DEPARTMENT OF HEALTH

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
Secretary, Louisiana Department of Health or Designee	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

## Attachment IV: HIPAA Business Associate Addendum

Rev. 06/2016

### 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.

## Cost 1 Table

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.

### Part I. Readiness Phase

**Instructions:** Proposers shall provide one “Total Sum” cost for each year of the contract for Readiness MSNS Teams.

#### Cost 1 Readiness MSNS Teams

Year 1	Year 2	Year 3
<ul style="list-style-type: none"> <li>• Orient core leadership team to LDH structure (NIMS, ESF-8, and MSNS structure)</li> <li>• Survey 9 Regional MSNS and develop medical operations footprint</li> <li>• Develop Concept of Ops for MSNS</li> <li>• Develop activation plan</li> <li>• Conduct yearly call down drill to identify notification of credentialed staff and provide proof of activation response time</li> </ul>	<ul style="list-style-type: none"> <li>• Update training of core leadership training</li> <li>• Evaluation of Concept of Ops for MSNS and activation plans</li> <li>• Conduct JIT training review for staff (ensure updated information)</li> <li>• Conduct drill for Operations Team (full scale exercise)</li> <li>• Produce HSEEP compliant AAR</li> <li>• Conduct yearly call down drill to identify notification of credentialed staff and provide proof of activation response time</li> </ul>	<ul style="list-style-type: none"> <li>• Update training of core leadership training</li> <li>• Evaluation of Concept of Ops for MSNS and activation plans</li> <li>• Conduct JIT training review for staff (ensure updated information)</li> <li>• Conduct drill of Operations Team (full scale exercise)</li> <li>• Produce exercise and AAR in accordance with HSEEP guidance</li> <li>• Conduct yearly call down drill to identify notification of credentialed staff and provide proof of activation response time</li> </ul>
All medical personnel must have active and unencumbered licenses in their state of licensure. Contractor will annually provide a summary report of staff verification of licensure and training. Contractor will provide proper credentialing/verification of licensure and supporting documentation at the time of deployment.	All medical personnel must have active and unencumbered licenses in their state of licensure. Contractor will annually provide a summary report of staff verification of licensure and training. Contractor will provide proper credentialing/verification of licensure and supporting documentation at the time of deployment.	All medical personnel must have active and unencumbered licenses in their state of licensure. Contractor will annually provide a summary report of staff verification of licensure and training. Contractor will provide proper credentialing/verification of licensure and supporting documentation at the time of deployment.
<b>Training Requirements:</b> Medical staff shall be trained and must be current in American Heart Association Basic Cardiac Life Support prior to working in a medical operation pursuant to the contract. Each contracted staff member shall be trained in National Incident Management System – Incident Command System IS 100.b (ICS-100), ICS for Single Resources, Initial Action Incidents IS 200.b (ICS-200), National Incident Management System (NIMS), and An Introduction IS 700.a (ICS-700).	<b>Training Requirements:</b> Medical staff shall be trained and must be current in American Heart Association Basic Cardiac Life Support prior to working in a medical operation pursuant to the contract. Each contracted staff member shall be trained in National Incident Management System – Incident Command System IS 100.b (ICS-100), ICS for Single Resources, Initial Action Incidents IS 200.b (ICS-200), National Incident Management System (NIMS), and An Introduction IS 700.a (ICS-700).	<b>Training Requirements:</b> Medical staff shall be trained and must be current in American Heart Association Basic Cardiac Life Support prior to working in a medical operation pursuant to the contract. Each contracted staff member shall be trained in National Incident Management System – Incident Command System IS 100.b (ICS-100), ICS for Single Resources, Initial Action Incidents IS 200.b (ICS-200), National Incident Management System (NIMS), and An Introduction IS 700.a (ICS-700).
<b>Year 1 Cost:</b>	<b>Year 2 Cost:</b>	<b>Year 3 Cost:</b>

**Total Cost 1 Readiness for all 3 years \$\_\_\_\_\_**

Readiness Cost is to be provided as one total cost for each year of the contract and is to be inclusive of all labor, travel, and overhead/administrative costs to perform the Scope of Work as identified in RFP. Upon notification of Intent to Award to the successful Proposer(s), LDH will negotiate a timeline for Readiness deliverables and subsequent schedule of payments.

The original contract term will be three (3) years with the option to renew for up to an additional twenty-four (24) months. In the event that LDH extends the additional option to renew, provide Proposer's Readiness costs below for Years 4 and 5. These costs will not be factored into the cost evaluation. **It should be noted that for LDH to be able to extend the option to renew for Years 4 and 5, the Readiness Costs for those years must be at an amount equal to or lower than the Readiness Cost for Year 3 of the original contract.**

<b>Year 4 Readiness Phase</b>	
<b>Total Cost:</b>	\$

<b>Year 5 Readiness Phase</b>	
<b>Total Cost:</b>	\$



## Cost 2 Table

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.

Response Cost is to be inclusive of all labor, travel, and overhead/administrative costs to perform the **Scope of Work as identified in this RFP. Rates will be effect for the entire contract term.**

### Part II. Response Phase

**Instructions:** Proposer shall use the following MSNS staffing matrix model for cost evaluation. This staffing matrix model shall be inclusive of all labor, travel, and overhead/administrative costs to perform the Scope of Work as identified in this RFP for seven (7) days of operations.

Matrix is for evaluation purposes only. Payment will be based on personnel activated in the readiness phase.

Discipline	Team A *Day Shift	Hourly Rate	Team B *Night Shift	Hourly Rate	Extended cost for 7 days of MSNS operation
Staff Physician	1		1		
Nurse Practitioner	2		2		
RN	22		20		
Nursing Assistant	10		8		
Clerical/Administrative	4		2		
Licensed Clinical Social Worker	2		-		
Respiratory	2		1		
Staffing Liaison	1		1		
<b>TOTAL COST</b>	<b>44</b>		<b>35</b>		

\*Day Shift 7 a.m. - 7 p.m. and Night Shift 7 p.m. - 7 a.m.

## Staffing samples

Table A. Minimum Initial Staffing Model (250 bed FMS)

<b>*Recommended minimum staffing if not using a Rapid Deployment Force (RDF) as primary staff</b>	
FMS Leader	01
FMS Manager (Assistant) (1:shift)	02
Safety Officer	01
Admin Assistant	02
<b>Subtotal</b>	<b>06</b>
<b>Logistics/Pharmacy Unit</b>	
Pharmacist	02
Pharmacy Technician	02
LRAT	04
<b>Subtotal</b>	<b>08</b>
<b>Clinical Operations Unit</b>	
Unit Leader (Physician)	01
Nurse Manager	01
Physician	04
Charge Nurse (1:shift)	02
PA and/or NP	04
Dentist	01
RN (including Triage Officers) [Factor at least 45 minutes hands-on/patient/shift per day]	42
LPN (May replace RN if constant RN oversight available)	
Respiratory Therapist* or Technician	02
Occupational Therapist	02
Behavioral Health Provider (Clinical)	02
Epidemiologist	01
Environmental Health/Sanitarian**	02
Food Safety/Nutritionist	02
Veterinary Officer or Technician (Animal health) (as needed - from NVRT)	
<b>Subtotal</b>	<b>66</b>
<b>Total</b>	<b>80</b>

\*Or Medical Provider/Nurse who has respiratory care experience.

\*\*Or Infection Control Nurse Specialist

## Staffing samples

Table B. Minimum MSNS Staffing Model (200 bed)

<b>Occupation</b>	<b>Team A *Day Shift 1</b>	<b>Team B *Night Shift 1</b>	<b>Team C *Day Shift 2</b>	<b>Team D *Night Shift 2</b>	<b>Total</b>
Staff Physician	1	1	1	1	4
Nurse Practitioner	2	2	2	2	8
RN	22	20	22	20	84
Nursing Assistant	10	8	10	8	36
Clerical/Administrative	4	2	4	2	12
Licensed Clinical Social Worker	2	-	2	-	4
Respiratory	2	1	2	1	6
**Staffing Liaison	1	1	1	1	4
<b>TOTAL</b>	<b>44</b>	<b>35</b>	<b>44</b>	<b>35</b>	<b>158</b>

\*Day Shift 7 a.m. - 7 p.m. and Night Shift 7 p.m. - 7 a.m.

\*\* The Contractor should provide the number of teams they have available to operate an MSNS based on the staffing examples provided. The Medical Operations staff are responsible for the Screening, First Aid, Behavioral Health, Vaccination, and/or Medical Dispensing staff and their activities. The Non-Medical staff are responsible for Registration, Data Entry, Inventory Management, and Runner positions.

## Regional Map



### Region 1: Greater New Orleans Area

1450 Poydras St., Suite 1253  
New Orleans, LA 70112  
Fax: 504-599-0200

### Region 2: Capital Area

628 N. 4<sup>th</sup> St., 5<sup>th</sup> Floor  
BR, LA 70802  
Mailing: P.O. Box 2501. BIN #25 70821  
Fax: 225-342-2009

### Region 3: South Central Louisiana

1434 Tiger Drive  
Thibodaux, LA 70508  
Fax: 985-447-0920

### Region 4: Acadiana

825 Kaliste Saloom Rd.  
BW 3, Suite 100  
Lafayette, LA 70508  
Fax: 337-262-5237

### Region 5: Southwest Louisiana

707A E. Prien Lake Rd.  
Lake Charles, LA 70601  
Fax: 337-475-3210

### Region 6: Central Louisiana

5604-B Coliseum Blvd  
Alexandria, LA 71303  
Main #: 318-487-5262  
Fax: 318-487-5338

### Region 7: Northwest Louisiana

1525 Fairfield Ave.  
Shreveport, LA 71101  
Fax: 318-676-7560

### Region 8: Northeast Louisiana

1650 DeSiard St.  
Monroe, LA 71201  
Main: 318-361-7201  
Fax: 318-362-3163

### Region 9: Northshore Area

15481 Club Deluxe Rd.  
Hammond, LA 70403  
Fax: 985-662-6444