



# EMERGENCY SOLICITATION FOR OFFERS

Medical Staff Teams for Hospitals located in the State of Louisiana

STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH

SFO # 3072020-01  
RFX 3000016293

Release Date:

December 22 , 2020

Response Due Date/Time:

January 4 , 2021

2:00 P.M. CT

## **IMPORTANT DISCLAIMERS**

This Solicitation for Offers (“SFO”) is issued under authority of Governor John Bel Edwards Proclamation of Emergency 174 JBE-2020, - Renewal of State of Emergency for COVID-19. Time is of the essence in identifying and contracting with qualified medical staffing agencies to assist with the State of Louisiana’s support to staff Louisiana hospitals statewide in the midst of the pandemic. This endeavor is necessary to respond to the public health emergency created by COVID-19. Due to the public health emergency, this SFO is being issued as an emergency solicitation as the ordinary procurement laws are suspended.

This SFO is to obtain information and costs for planning purposes and does not guarantee an award. This information will be reviewed and discussed by the Louisiana Department of Health (“LDH”), and may or may not result in an award of a contract/purchase order. LDH reserves the right to make multiple awards, as deemed in the best interest of the State.

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response to this SFO identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1 *et seq.*, and applicable rules and regulations. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

## TABLE OF CONTENTS

1. GENERAL INFORMATION .....	4
1.1 Background .....	4
1.2 Purpose of SFO .....	4
1.3 Project Information .....	4
1.4 Requirements for Offerors .....	5
1.5 Applicable Terminology .....	5
2. ADMINISTRATIVE INFORMATION .....	6
2.1 SFO Coordinator .....	6
2.2 Schedule of Events .....	6
2.3 Response Content .....	6
2.3.1 Executive Summary .....	6
2.3.2 Corporate Background and Experience .....	7
2.3.3 Approach and Methodology .....	7
2.3.4 Cost .....	7
2.3.5 Insurance Requirements .....	7
2.3.6 Reporting Requirements .....	7
2.4 Response Instructions .....	8
2.4.1 Response Submittal .....	8
2.5 Additional Instructions and Notifications to Offerors .....	8
2.5.1 SFO Addenda/Cancellation .....	8
2.5.2 Vendor Enrollment .....	8
2.5.3 Electronic Funds Transfer (EFT) Payment .....	9
2.5.4 Ownership of Response .....	9
2.5.5 Cost of Preparation .....	9
2.5.6 Blackout Period .....	9
3. EVALUATION OF RESPONSES .....	11
ATTACHMENT 1 - SCOPE OF WORK/SERVICES .....	13
ATTACHMENT 2 –HOURLY RATES AND JOB CLASSIFICATIONS .....	17
ATTACHMENT 3 – SCHEDULE OF REQUIRED INSURANCE .....	20
ATTACHMENT 4 – CONFIDENTIAL INFORMATION .....	24
ATTACHMENT 5 – SAMPLE CONTRACT .....	26

# **1. GENERAL INFORMATION**

## **1.1 Background**

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

Currently the State of Louisiana is experiencing a significant third spike in COVID-19 positive cases, impacting the availability of medical personnel in both public and private hospitals throughout the State.

Whereas the Governor declared that a statewide Public Health emergency exists in the State of Louisiana because of COVID19 and expressly empowers the GOHSEP and the Secretary of the Department of Health and/or the State health officer to take all actions authorized under state law; Whereas La. R.S. 29:761 provides that “government must do all this is reasonable and necessary to protect the health and safety of its citizens...which may require the exercise of extraordinary government powers and functions, the state must have the ability to respond, rapidly and effectively to potential or actual public health emergencies” (168 JBE 2020);

Whereas the hospitals have the available beds and supplies, but not staff to open these beds: It is in the best interest of the State of Louisiana for LDH to support the staffing shortages of hospitals by entering into a contract with a staffing agency to provide medical staff, including but not limited to Physicians, Nurse Practitioners, Registered Nurses, Licensed Practical Nurses, Nursing Assistants and Respiratory Therapists, (collectively “Medical Staff”) to hospitals located throughout the State.

## **1.2 Purpose of SFO**

The purpose of this solicitation is to seek a single contractor that can provide a comprehensive, independent, turn-key operation, inclusive of an Incident Management Team (IMT) managing all medical and non-medical components specifically related to medical treatment, and for Medical Staff teams to staff Statewide healthcare systems for a period of thirty (30) or more days, the duration of which shall be defined at the time of activation of the Medical Staff.

## **1.3 Project Information**

### **Contract Term**

Any contract resulting from this SFO will have a duration of twelve (12) months, which may be extended for up to twenty-four (24) additional months at the sole option of the State. No contract or amendment shall be valid, nor shall the State be bound by the contract or an amendment, until it has first been executed by the head of the using agency, or his designee. Total contract term shall not exceed three (3) years.

## **Attachment 1**

Scope of Work/Services details the overview of the project requirements inclusive of deliverables and desired results that the State is considering.

### **Subcontractors:**

Any subcontractor agreements shall be provided to LDH for prior approval in advance of said subcontractors commencing any work. Upon prior approval of LDH, additional subcontractors may be added to the contract after execution thereof by formal amendment to the contract, signed by both Parties and approved in writing by the Director of the Office of State Procurement.

## **1.4 Requirements for Offerors**

### **Mandatory Requirements:**

- a. Offeror shall demonstrate capability to provide adequate Medical Staff team members as identified in this SFO;
- b. Offeror shall demonstrate the ability to mobilize Medical Staff teams within 72 / 96 hours after notification to deploy;
- c. Offeror shall designate an Incident Management Team (IMT) that will interface with LDH throughout all phases of the project.

Offeror Minimum Qualifications:

- (i) Offeror shall have minimum of two (2) years' experience with providing Medical Staff and demonstrate the ability to ensure that Medical Staff provided is in good standing with current credentials;
  - (ii) Offeror shall have a minimum of one or more references provided where an IMT team was provided for similar, large scale staffing missions;
  - (iii) Offeror's Medical Staff shall have a minimum of one (1) year medical experience in areas listed in the SFO;
- d. Offeror shall acknowledge the requirement that all State required forms for time logs and activity logs required by the State for federal reimbursements, will be provided.

## **1.5 Applicable Terminology**

**Louisiana Healthcare system** – are to be designated Louisiana hospitals where Contractor's Staff will be designated to deploy; and can be located throughout the State of Louisiana.

**Incident Management Team (IMT)** will be the management team deployed by the Contractor to provide all oversight, scheduling, logistical needs, and support to the Medical Staff. The IMT will identify a point of contact (POC) to communicate with each designated Louisiana hospital's POC and LDH's POC.

Responsibilities of the IMT shall include, but not be limited to, timelines, monitoring plans, technical assistance, operations and maintenance plans, and other supporting documentation that would further explain the recommended courses of action and associated plans for implementation.

**Prime Contractor** – Firm or entity under contract with LDH to perform the underlying Scope of Work/Services

## 2. ADMINISTRATIVE INFORMATION

### 2.1 SFO Coordinator

The SFO coordinator listed below shall be LDH's point of contact for this SFO:

Ms. Jimmie Sanders  
Louisiana Department of Health, Office of Emergency Preparedness  
State of Louisiana  
628 North 4<sup>th</sup> Street  
Baton Rouge, LA 70802  
[Jimmie.Sanders3@la.gov](mailto:Jimmie.Sanders3@la.gov)  
(225) 342-2663

The State will consider email inquiries and requests for clarification of the content of this SFO received from potential Offerors. Email inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the SFO should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Offerors will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the SFO Coordinator has the authority to officially respond to an Offeror's questions on behalf of the State. Any communications from any other individuals shall not be binding on the State.

### 2.2 Schedule of Events

<b>Activity/Event</b>	<b>Date</b>
Public notice of SFO	12/22/2020
Deadline for receipt of inquiries 12:00 p.m. CT	12/28/2020
Response to inquiries by State 5:00 p.m. CT	12/30/2020
Deadline for receipt of electronic SFO responses	<i>(2:00 p.m. CT on date listed here)</i> 01/04/2021

**LDH reserves the right to deviate from this Schedule of Events as it deems appropriate.**

### 2.3 Response Content

#### 2.3.1 Executive Summary

This section should serve to introduce the scope of the response. It should include administrative information including, at a minimum, Offeror's contact name and phone number, email address and any other pertinent contact information. This section should also include a summary of the Offeror's qualifications and ability and willingness to comply with the State's requirements.

### 2.3.2 Corporate Background and Experience

The Offeror should give a brief description of the company including a brief history, corporate structure, and organization and number of years in business. Offeror should also describe their experience with projects of this type with other states or corporate/governmental entities of comparable size and diversity.

**Offerors should provide information in their responses that demonstrates their ability to meet the Requirements for Offerors in Section 1.4.**

### 2.3.3 Approach and Methodology

The Offeror should provide their approach and methodology to accomplish the objectives above and services included described in **Attachment 1 - Scope of Work/Services**.

Best practices garnered from previous experience with this Scope of Work/Services should be described. Offerors should provide a list of issues/concerns that were not taken into consideration in **Attachment 1 – Scope of Work/Services** that are important for the agency to consider. Provide alternative solutions for accomplishing the project objectives, if applicable, and any other additional pertinent information.

### 2.3.4 Cost

Offerors shall provide cost associated with the response offered in the Approach and Methodology section above, and outlined on **Attachment 2**.

***Failure of Offeror to complete Attachment 2, or alteration of Attachment 2 in any way, shall result in rejection of the Offeror's response, and it shall receive no further consideration.***

### 2.3.5 Insurance Requirements

Offeror's should provide evidence of professional liability insurance, workers' compensation, and general liability coverages, in accordance with the State's standard requirements contained in **Attachment 3 – Schedule of Required Insurance**.

### 2.3.6 Reporting Requirements

In the event LDH decides to enter into a contract following this SFO, Offerors will be required to provide activity logs, timesheets, or other reports as required by the State. Frequency and type will be determined at the time of award.

## 2.4 Response Instructions

### 2.4.1 Response Submittal

Offerors interested in providing information requested by this SFO must submit responses containing the information specified no later than the Deadline for receipt of electronic SFO response as stated in the Schedule of Events.

The responses must be received by **electronic** copy only to [Jimmie.Sanders3@la.gov](mailto:Jimmie.Sanders3@la.gov) on or before the date and time specified in the Schedule of Events. E-mail submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Offerors should allow sufficient time to ensure receipt of their e-mailed proposal by the time specified in the Schedule of Events. State servers limit email sizes to 30MB uncompressed and 10MB encrypted. If Offeror's email exceeds these sizes, it is the responsibility of the Offeror to send multiple emails to avoid rejection and non-delivery.

Responses received after the deadline, corrupted files, and incomplete submissions (*e.g.*, Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered and will not be evaluated.

**Offeror must provide all-inclusive rates that include labor rate, mobilization and demobilization, and any other travel expenses such as lodging, meals, laundering, transportation, equipment and supplies.**

**Services must be delivered within the stated schedules for acceptance of work in the Scope of Services, unless otherwise agreed to by LDH, or payments will not be approved.**

## 2.5 Additional Instructions and Notifications to Offerors

### 2.5.1 SFO Addenda/Cancellation

The State reserves the right to revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the responsibility of Offerors to monitor postings. Issuance of this SFO, or subsequent addendum, (if any) does not constitute a commitment by the State to enter into a contract/purchase order. LDH reserves the right to enter into multiple contracts, as deemed in the best interest of the State. In addition, the State may cancel this informal process at any time, without penalty.

### 2.5.2 Vendor Enrollment

In order to receive a purchase order, Offeror's corporate entity must be registered as a vendor with the State of Louisiana. Registration is intuitive at:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)



In order to receive payment, a W-9 must be submitted to:  
[DOA-OSRAP-LAGOV@la.gov](mailto:DOA-OSRAP-LAGOV@la.gov).

### **2.5.3 Electronic Funds Transfer (EFT) Payment**

Contractor may be required to receive electronic payment of invoices through Electronic Funds Transfer (EFT). EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that the selected Contractor has active checking or savings account(s) at financial institutions that can accept Automated Clearing House (ACH) credit files and remittance information electronically. To facilitate this payment process, the Contractor will need to complete and return the EFT enrollment form which can be requested from: [DOA-OSRAPEFT@la.gov](mailto:DOA-OSRAPEFT@la.gov)

### **2.5.4 Ownership of Response**

The materials submitted in response to this request shall become the property of the State.

### **2.5.5 Cost of Preparation**

The State shall not be liable for any costs incurred by Offerors associated with developing the response, preparing for discussions (if any) or any other costs, incurred by the Offeror associated with this SFO.

### **2.5.6 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Offeror, 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 program 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 Offeror Inquiries section of this SFO. All communications to and from potential Offerors 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 Offeror 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 Offeror, 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 Offeror.

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

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

### 3. EVALUATION OF RESPONSES

Firms will be evaluated based on the following criteria:

Criteria	Maximum Score
<b>PHASE 1: TECHNICAL APPROACH</b>	
Firm Experience	30
Key Personnel Qualifications	25
Capacity of Firm	15
Capability of Firm	5
<i>Total Technical Approach Score</i>	<b>75</b>
<b>PHASE 2: COST PROPOSAL</b>	
Cost Score	25
<b>TOTAL PROPOSAL SCORE</b>	<b>100</b>

The Evaluation Team will compile the scores and make a recommendation to the LDH Secretary on the basis of the responsive and responsible Offeror(s) with the highest score(s).

#### 1. Firm Experience: 0-30 points

Offerors shall be evaluated based on project specific expertise, experience and resources related to applicable work performed for the State of Louisiana or similar projects performed for other states and agencies.

#### 2. Key Personnel Qualifications and Experience : 0-25 points

Offerors shall be evaluated based on the professional qualifications of key personnel related to the work described in **Attachment 1 – Scope of Work/Services** including academic attainment, professional achievements and relevant experience. Emphasis should be placed on the members of the Incident Management Team who will be primary in supporting the services required under any ensuing contract.

#### 3. Capacity of Firm: 0-15 points

Offerors shall be evaluated on their ability and capacity to perform multiple projects simultaneously and complete work in a timely manner. Consideration will also be given to the size of the Offeror based on the relative size of tasks anticipated to be issued under this scope.

#### 4. Capability of Firm: 0-5 points

Offerors shall be evaluated on their ability to successfully provide services similar to those required by the agency. Criteria include past performance, knowledge of locality, coordination and cooperation with agency staff, ability to meet deadlines and budgets, and quality of work. The Offeror should describe their management approach to general project work processes, resource allocation, accountability, and quality control.

#### 5. Cost Proposal: 0-25 points

Cost proposals shall be evaluated based on a weighted scale. The lowest cost proposal shall receive the full twenty-five (25) points assigned, considering the average hourly rate for all positions defined and outlined in **Attachment 2 – Hourly Rates and Job Classifications**. All other cost proposals shall be assigned a value based on the following formula:

$$CS = (LPC/PC * 25)$$

Where:

CS = the computed cost score to be assigned for that cost proposal

LPC = Lowest proposed cost of all Proposers

PC = Proposer's Cost

Multiplied by twenty-five (25) representing the total points available to be assigned.

## **ATTACHMENT 1 - SCOPE OF WORK/SERVICES**

For planning purposes, this solicitation will be based on the assumption of deployment of an unspecified number of Medical Staff with Incident Management Team (IMT) oversight in order to provide medical surge relief coverage at designated healthcare systems in the State as requested by LDH. LDH is planning that the need will be to provide Medical Staff teams to support 400+ Intensive Care (ICU) and/or medical/surgical hospital beds.

The "Price Page" of this solicitation (Attachment 2) will identify the classifications- for Medical Staff that must be available for deployment in order to be considered for an award. Said Price Page must be signed by an authorized person delegated with signature authority to provide such price quotes to this solicitation.

The State reserves the right to increase or decrease the number of Medical Staff teams and modify the Medical Staff team composition assigned to respond based on the incident need. For each Medical Staff team, Contractor must provide an hourly rate for each discipline identified, inclusive of all costs (including but not limited to mobilization and demobilization, and any other expenses such as supplies, lodging, meals, laundering and transportation while deployed). Contractor will be responsible for providing teams to provide medical support twenty-four (24) hours per day for thirty (30) or more days.

Compensation shall be based on a forty (40) hour work week. All hours worked in excess of forty (40) hours in a work-week shall be compensated at time and a half in accordance with the Fair Labor Standards Act.

The Contractor will be guaranteed payment for a minimum payment for eighty-four (84) hours of service in the event that LDH deactivates the staff for less than 84 hours. If the medical staff is removed at the Contractor's discretion, or for disciplinary reasons, or for lack of competency/knowledge/skills/ability, or for personal reasons, the Contractor will only be paid for time served.

Contractor will activate an appropriate IMT position to serve as point of contact with the LDH-Emergency Operations Center to provide direct coordination and communication as required.

Appropriate Personal Protective Equipment (PPE) is the sole responsibility of the participant healthcare entity.

Contractor must ensure that all Medical Staff assigned are in good standing by having appropriate adjudicated background checks, valid medical credentials, and applicable licensing and/or permits from appropriate licensing boards.

Contractor shall have a minimum of two (2) years of experience with providing Medical Staff.

If requested, Contractor shall provide LDH with a Medical Staff roster and verification of Medical Staff credentials. Contractor is the original owner of this data; however, pursuant to the provisions of La. R.S.

44:1 *et seq.* (Louisiana Public Records Law), LDH and/or Contractor may be required to release such data as required under Louisiana law. LDH will only use data for the sole purpose of verifying that Contractor has met the deliverables of the contract.

#### **Medical Teams:**

The Medical Staff team composition will be activated by LDH s and may include, but not be limited to, Physicians, Nurse Practitioners, Registered Nurses, Licensed Practical Nurses, Nursing Assistants, and Respiratory Therapists.

All Medical Staff assigned under the contract resulting from this SFO must have 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.

Contractor will be responsible for internal training and coordinating the appropriate training by attending hospital.

In order to work in the operation as a medical provider within their defined scope of practice, 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, Contractor shall provide GOHSEP 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.)

Any assigned Medical Staff that is determined by a hospital to be unqualified for the position assigned or in violation of hospital policies will be required to be immediately discharged from that position and replaced by the Contractor within 24 hours.

#### **Incident Management Team:**

Contractor must have a minimum of one (1) year of experience in providing IC-Incident Management Team (IMT) services, or such equivalent for projects of equal or greater size/scale. Offeror is required to provide one (1), but preferably more references, along with contact information, on the Price Page, where Offeror previously or currently is providing or has provided IMT services for projects of equal or greater size/scale to the underlying SFO.

Contractor's IMT will serve as a single source of information and operating picture for the State and its governmental partners.

Contractor shall be responsible for supplying, and the management of, complete coverage for the required Medical Staff for the duration of the deployed mission. Contractor's approach to roster, deployment, and schedule/rotation management will ensure that the required numbers of Medical Staff are provided for all days and shifts as directed. This will include the back-filling of Staff for approved leave and/or absences, for Staff that may fall ill due to COVID19 or other medical issues, and for the replacement of any Staff that are demobilized.

Contractor's IMT will coordinate with each assigned hospital's Point of Contact (POC) to manage assigned staff, coordinate schedules and the back-filling of Staff.

IMT will work with hospital's POC on any personnel issues from both the hospitals concerns and the contracted Staff concerns. IMT must review all facts and recommend the course of action to resolve the issues that are in the best interest of the State. If the Contractor's IMT and the hospital are in disagreement, the IMT must then work through LDH EOC's POC to resolve the matter.

Contractor's IMT shall work with LDH Point of Contact to provide situational awareness and provide briefings as established by LDH EOC.

LDH will provide the approved forms for reporting and for documentation of operations. All client information, medical records and reports shall remain in the care, custody, and control of participant hospitals and are the property of those hospitals.

Contractor's IMT will be responsible for ensuring all reports and time logs (to be identified by LDH) are completed accurately and timely, to ensure approval of Contractor invoices for payment. LDH will provide the form and content for required reports and time logs. The contractor must fully complete the documentation as prescribed by LDH for the payment of invoices.

All Contractor Staff will complete a daily Time and Attendance Log that must be signed by the Staff attesting to the hours worked and signed by the onsite hospital POC confirming the hours worked by the Staff.

Logistics – Contractor will be solely responsible for all costs for travel expenses including lodging and meals for deployed. Contractor's IMT team will be responsible for ensuring the designated staff secures lodging prior to arrival.

Any and all costs of mobilizing, lodging and food shall be inclusive in the hourly rates.

## **Activation / Operation**

Any emergency contract resulting from this SFO will activate and deactivate upon authorization from the State Health Officer or designee.

Upon activation of a task order against the contract, LDH will identify the number of staff and a period of time for the deployment which will be for a period of thirty (30) or more days. Prior to expiration of the task order term, LDH will conduct an evaluation to determine if the term will be extended.

LDH will continue to monitor the Control Charts throughout all phases of the response. The Control Charts are the metrics of monitoring ICU and Med Surge bed availability in hospitals. This metric was developed early in COVID response to evaluate the 'saturation' of bed availability. Bed poll data is the source data. Using selected bed types – ICU and Medical Surge – a control chart is generated at the regional level. ICU beds that exceed 3 standard deviations from the average bed availability can generate a green status (ICU bed availability is within normal average range); an orange status (ICU bed availability is getting close to saturation); or red status (ICU bed availability is at saturation). The same method of 3 standard deviations from the average is also the metric for the Med Surge beds. The Control Charts provide a 'pulse' on ICU and Med Surge availability within each region and within the State.

These charts are generated daily. The Control Charts will be used to shape decision-making when activating and de-activating Medical Staff for Surge Sites.

For those events that extend beyond the originally identified deployment term, LDH will contact the Contractor to request additional period(s) for the provision and deployment of Medical Staff, subject to negotiation and agreement between LDH and Contractor.

Contractor shall provide identified Medical Staff teams to the designated site(s) within seventy-two (72) to ninety-six (96) hours of contract activation unless an alternate timeframe is mutually agreed upon between Contractor and LDH.

Though hospitals typically operate in a two (2) twelve (12) hour shifts per day; Contractor's Medical Staff must adapt to the schedules required by each individual participant hospital once deployed.



**ATTACHMENT 2 – PRICE PAGE – HOURLY RATES AND JOB CLASSIFICATIONS**

If any part of this Attachment 2 is:

- Left blank;
- Multiple prices are proposed for any hourly rate; or
- Any changes are made to wording in this,

**THE OFFER WILL BE CONSIDERED NON-RESPONSIVE**

Job Classification:	Quantity Projected	Regular Pay Rate	Overtime Pay Rate (over 40/hr/week)
*Incident Management Team	1	\$ /Hour	\$ /Hour
Registered Nurse	200	\$ /Hour	\$ /Hour
Licensed Practical Nurse	100	\$ /Hour	\$ /Hour
Certified Nurse Assistant	200	\$ /Hour	\$ /Hour
Respiratory Therapist	50	\$ /Hour	\$ /Hour
Physician	25	\$ /Hour	\$ /Hour

- **Hourly Rate for Incident Management Team must include all team members.**

Hourly rates – will be inclusive rates that include mobilization and demobilization, and any other expenses such as supplies, lodging, meals, laundering and transportation while deployed. Rates for the Incident Management Team will be the same as for the medical staff and also include any supplies and equipment required to perform the duties outline herein.

**Note: A proposer may submit rates for other medical staff than listed; however those rates will not be used to determine the low cost of this solicitation. LDH reserves the right to accept or reject the additional rates.**

**List reference(s) where your company provided an Incident Management Team for similar missions:**

**Company:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Price Page must be signed by an authorized person delegated with signature authority to provide such price quotes to this solicitation.

\_\_\_\_\_

**NAME**

\_\_\_\_\_

**DATE**

\_\_\_\_\_  
**TITLE**

**By signature above, person is signing that costs are complete and authorized by the signatory.**

**LOWEST COST MODEL: FOR EVALUATION PURPOSES:**

<b>A. Title</b>	<b>B. Regular Rate X 76 hours</b>	<b>C. OT Rate X 6 hours</b>		<b>D.. Total of Column B + C X number required</b>	<b>E.. Total</b>
<b>Incident Management Team</b>				<b>1</b>	<b>\$</b>
<b>Registered Nurse</b>				<b>200</b>	<b>\$</b>
<b>Licensed Practical Nurse</b>				<b>100</b>	<b>\$</b>
<b>Certified Nurse Assistant</b>				<b>200</b>	<b>\$</b>
<b>Respiratory Therapist</b>				<b>50</b>	<b>\$</b>
<b>Physician</b>				<b>25</b>	<b>\$</b>

**OVERALL TOTAL \$\_\_\_\_\_**

## **ATTACHMENT 3 – SCHEDULE OF REQUIRED INSURANCE**

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

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers' Compensation**

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

#### **2. Commercial General Liability**

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

#### **3. Automobile Liability**

Automobile Liability insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

### **C. OTHER INSURANCE PROVISIONS**

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

#### **1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

- a. LDH, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by Contractor. ISO Forms CG 20 10 (for ongoing work) and CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used

when applicable. The coverage shall contain no special limitations on the scope of protection afforded to LDH.

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

## 2. Workers' Compensation and Employer's Liability Coverage

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

## 3. All Coverages

- a. All policies must be endorsed to require thirty (30) days written notice of cancellation to LDH. Ten (10) days written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy. In addition, Contractor is required to notify LDH of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of LDH to require proof of compliance, or LDH's acceptance of a non-compliant certificate of insurance shall not release Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the work is performed. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

## **E. VERIFICATION OF COVERAGE**

- 1. Contractor shall furnish LDH with Certificates of Insurance reflecting proof of required coverage. The Certificate of Insurance for each policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance are to be received and approved by LDH

before work commences and upon any Contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana

Louisiana Department of Health Its Officers, Agents, Employees and Volunteers

Address, City, State, Zip

Project or Contract #:

3. In addition to the Certificates of Insurance, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. LDH reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of Contractor to furnish, deliver, and maintain required insurance, this Contract, at the election of LDH, may be suspended, discontinued, or terminated. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.

#### **F. SUBCONTRACTORS**

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

#### **G. WORKERS COMPENSATION INDEMNITY**

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

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow

out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits, or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with Contractor in the defense of claims, but this shall not affect Contractor's responsibility for the handling of and expenses for all claims.

## ATTACHMENT 4 – CONFIDENTIAL INFORMATION

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

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 which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of State.

Information contained within the response that has been designated by the Offeror as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44:1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Offerors are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Offeror at the time of submission of their technical offer. Offerors should refer to the Louisiana Public Records Act for further clarification.

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

**“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Offeror as a result of or in connection with the submission of its offer, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This**



**restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Offeror, without restrictions."**

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

Offerors must be prepared to defend the reasons why the material should be held confidential. If a competing Offeror or other person seeks review or copies of another Offeror's confidential data, the State will notify the owner of the asserted data of the request. If the State determines that the information is not confidential and the owner of the asserted data does not want the information disclosed, within two (2) business days of being notified of the State's determination and intent to release the information, the Offeror must notify the State that it desires to seek protective relief to prevent the disclosure. Notice of the institution of legal action must be received by 5:00 pm, Louisiana central time the next business day thereafter. Neither the State nor the requesting party shall be liable for damages, attorneys' fees or costs of the Offeror in seeking the protective order.

With respect to information which the State does agree is confidential, the Offeror must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorneys' fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any offer, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the offer. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations. The offers, including proprietary information, are also subject to disclosure to and review by the respective federal agencies administering programs for which services are provided under any contract resulting from this SFO.

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

If the offer contains confidential information, the Offeror shall submit a redacted copy along with a non-redacted offer. If Offeror does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Offeror should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## **ATTACHMENT 5 – SAMPLE CONTRACT**

### **STATE OF LOUISIANA**

### **CONTRACT**

**PO#** \_\_\_\_\_

The State of Louisiana, \_\_\_\_\_, hereinafter sometimes referred to as the “State”, and \_\_\_\_\_, hereinafter sometimes referred to as the “Contractor”, do hereby enter into a Contract under the following terms and conditions. Contractor and STATE may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

#### **1. GENERAL AND ADMINISTRATIVE INFORMATION**

The purpose of this solicitation is to seek a single contractor that can provide a comprehensive, independent, turn-key operation, inclusive of an Incident Management Team (IMT) managing all medical and non-medical components specifically related to medical treatment, and for Medical Staff teams to staff Statewide healthcare systems for a period thirty (30) or more days, the duration of which shall be defined at the time of activation of the Medical Staff.

##### **1.1 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in the Scope of Work/Services, Attachment 1. It is contemplated that Contractor will, from time to time, be requested by STATE, through its State Program Manager (SPM), to perform certain services for STATE. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment 1: Scope of Work/Services

Attachment 2: Hourly Rates

##### **1.2 STATEMENT OF WORK**

It is contemplated that Contractor will, from time to time, be requested by the STATE, through its duly authorized representatives, to perform certain services for the STATE in furtherance of the grant management activities set forth in Attachment I. Each request will be in the form of a document authorizing the completion of certain services (a “Task Order”) and shall describe in detail the services to be performed by Contractor, including a task description, a maximum compensation amount, and a proposed schedule for delivery of services. All services provided by the Contractor under any Task Order shall be governed by the terms and conditions of this Contract. At the inception of this Contract, the method of compensation shall be on a time basis using the rates set forth on the Rate Schedule attached to this Contract as Attachment II.

In the event that a Task Order is approved and signed by both Parties, the provisions of this Contract shall govern all services performed under the Task Order and the relationship of the Parties relating to or arising

out of the services performed under the Task Order. In each instance, the designation of services to be performed, the maximum compensation amount for those services and the method of compensation to be paid by the STATE to Contractor shall be agreed to by the Parties in writing. Once executed by the Parties, a Task Order may be amended by a writing signed by both Parties. The STATE may terminate any Task Order at any time prior to completion in accordance with the terms of this Contract and without prejudice to the rights of Contractor for payment for all authorized services provided to the STATE prior to the effective date of termination.

The execution of this Contract is not intended nor shall it be construed to obligate the STATE to request any specific services or amount of services from the Contractor under any Task Order. The STATE retains the right to request whatever scope or level of services as it deems appropriate under a Task Order, so long as the services are within the scope of and are subject to the terms, conditions and limitations of this Contract.

The Contractor will begin to provide particular services described in each Task Order at such time as shall be agreed upon between the Parties. The Contractor will perform all such services in a good and workmanlike manner and to the full and complete satisfaction of the STATE.

### **1.3 GOALS AND OBJECTIVES**

The goal and objective of this solicitation is to seek a single contractor that can provide a comprehensive, independent, turn-key operation, inclusive of an Incident Management Team (IMT) managing all medical and non-medical components specifically related to medical treatment, and for Medical Staff teams to staff Statewide healthcare systems for a period thirty (30) or more days, the duration of which shall be defined at the time of activation of the Medical Staff.

### **1.4 PERFORMANCE MEASURES**

The performance of this Contract will be measured by the State Program Manager (SPM), who is authorized on behalf of the State to evaluate the Contractor's performance. The performance measures for this Contract shall include the successful performance and completion of the Contractor's obligations as provided in the resulting Contract and in each individual work order. Work orders will be monitored monthly to measure progress toward finalizing deliverables.

### **1.5 MONITORING PLAN**

- a. The SPM will monitor the services provided by the Contractor and the expenditure of funds under this Contract.
- b. The SPM will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.
- c. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scope of Services Attachment I, and any directions from the SPM.
- d. The SPM will work to ensure all deliverables are delivered by the Contractor on or before the time scheduled for completion.
- e. The SPM will be responsible for review and acceptance of deliverables.

- f. The SPM will provide oversight of the implementation of the Scope of Services, Attachment I, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

## **1.6 CONTRACTOR TASKS AND RESPONSIBILITIES**

See Attachment I, Scope of Services

## **1.7 DELIVERABLES**

The Contract will be considered complete when the Contractor has delivered and State has accepted all deliverables specified in the Contract or added via work assigned by the SPM.

## **1.8 SUBSTITUTION OF KEY PERSONNEL**

Personnel identified in the proposal and other key personnel, including the Contractor's Program Director, assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

# **2 ADMINISTRATIVE REQUIREMENTS**

## **2.1 TERM OF CONTRACT**

The Contract shall begin on \_\_\_\_\_ and shall end \_\_\_\_\_, unless terminated earlier in accordance with the provisions herein. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend the Contract term beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years.

## **2.2 STATE FURNISHED RESOURCES**

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this Contract.

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of the Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, upon request, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State at termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of the Contract.

## **2.3 SECURITY**

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below.  
<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

## **2.4 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is \_\_\_\_\_, DUNS number \_\_\_\_\_, and state tax identification number \_\_\_\_\_.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

## **3 CONFIDENTIALITY OF DATA**

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 this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective

procedural requirements as are applicable to 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 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 this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the STATE. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of STATE.

#### **4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$\_\_\_\_\_.

##### **4.1 PAYMENT TERMS**

Invoices shall be submitted on a monthly basis using a standard invoice format provided by STATE and in accordance with Attachment II, Rate Schedule. Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges.

Payment of invoices must be approved by the SPM and the Financial Manager of STATE or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, STATE will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Louisiana Department of Health XXXX.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

## **4.2 PAYMENT FOR SERVICES PROVIDED ON AN HOURLY FEE BASIS**

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided, timesheets and such other information as determined by the SPM.

Hourly rates shall be inclusive of all Contract related expenses (i.e., per diem, administrative costs for invoicing and organizing contractor personnel and files, travel, mileage, office space, copies, office and field equipment, etc.) for providing the services described herein. Hourly rates will be invoiced in accordance with the rate schedule in Attachment 2, Rate Schedule, or lower negotiated rates) and shall not exceed the maximum amount of the Contract. The pricing and fee schedules in in Attachment 2, Rate Schedule or lower negotiated rates) are made part of the Contract and will remain in effect for the term of the Contract. No travel expenses will be paid by STATE. Travel time for travel between in-state Proposer offices and Grantee/STATE locations will be paid at one-half ( $\frac{1}{2}$ ) of the appropriate hourly rate.

## **4.3 NO GUARANTEE OF QUANTITIES**

The scope and quantities referenced in the Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds. The State reserves the right to increase or decrease quantities, as appropriate, at the prices stated in the Contract. Contractor has no right to any amount of work to be assigned under this Contract.

## **4.4 PENALTIES**

For each deliverable due date in a work order agreed to by SPM and Contractor, a penalty of \$100 per day will be assessed for each business day that the deliverable exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and STATE, or \$5,000, whichever is less. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to STATE. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Penalties under this Section are for performance purposes and do not represent any form of damage payment.

## **5 TERMINATION**

### **5.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have

either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract, provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State 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 Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

## **5.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

## **5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds 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. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

# **6 INDEMNIFICATION**

## **6.1 GENERAL INDEMNITY LANGUAGE**

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 the Contract.



Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commissions, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

## **6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT**

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. 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; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State'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.

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. The State and Authorized User may, in addition to other

remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **7 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.

## **8 FUND USE**

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

Contractor and all subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award.

## **9 ASSIGNMENT**

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

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **10 RIGHT TO AUDIT**

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the STATE or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of STATE's federal grant(s) providing the funds for the Contract. Contractor will be notified of the grant closeout date by STATE.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the STATE's option, result in the withholding of future payments and/or return of funds paid under the Contract.

## **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 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the subcontractor to the State and/or Agency for any breach in the performance of the Contractor's or subcontractor's duties. Contingent on verification that no subcontractor has been debarred, the State hereby approves the following subcontractors to provide or perform any part of the services under the Contract as provided for in the Proposal:

(Insert list of subcontractors)

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

## **13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' 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; Section 109 of the Housing and Community Development Act of 1974; the requirements of the

Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities or age.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract or other enforcement action.

#### **14 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R. S 39:1602.1, for any Contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any subcontractor shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Contract.

#### **15 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

N/A

#### **16 GENERAL COMPLIANCE**

N/A

#### **17 FINANCIAL MANAGEMENT**

Contractor shall agree to comply with 2 CFR Part 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

## **18 DOCUMENTATION AND RECORD KEEPING**

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR Part 200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR Part 200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of STATE's federal grant(s) providing the funds for this Contract. Contractor will be notified of the grant closeout date(s) by STATE. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

## **19 PROHIBITED ACTIVITY**

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

### **19.1 N/A**

N/A

### **20 N/A**

### **21 N/A .**

### **22 N/A .**

### **23 N/A**

### **24 N/A .**

## **25 CLOSE-OUTS**

Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. Contractor's obligation to STATE shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Final request for payment
3. Federally-owned property report
4. Disposing of program assets

## 26 INSURANCE

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

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her 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 State of Louisiana before work is commenced.

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

### **Minimum Scope and Limits of Insurance**

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

Before any work is commenced, the Contractor shall maintain during the life of the contract Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of 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 is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

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

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him 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 herself/himself 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 State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

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

**Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **Deductibles and Self-Insured Retentions**

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

### **26.1 OTHER INSURANCE PROVISIONS**

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

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

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

**B. Workers' Compensation and Employers Liability Coverage** – To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the STATE, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the STATE.

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

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

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

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

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

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

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

The Certificate Holder shall be listed as follows:

State of Louisiana  
Louisiana Department of Health, Its Officers, Agents, Employees and Volunteers  
628 N. Third Street, XX Floor  
Baton Rouge, La 70821

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

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

- F. Subcontractors** - Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of STATE. Contractor shall furnish STATE with Certificates reflecting proof of required coverage for all first tier subcontractors. STATE reserves the right to request copies of all subcontractor's Certificates at any time.



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

27      **N/A**

28      **APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the SFO (if applicable); and this Contract. Exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

29      **DRUG-FREE WORKPLACE REQUIREMENT**

At the time of execution, Contractor and, each tier of subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

30      **OWNERSHIP OF DOCUMENTS**

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the STATE, and shall, upon request, be returned by Contractor to the STATE at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the STATE shall be billed on a time and materials basis and is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The STATE will provide specific project information to Contractor necessary to complete services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the STATE shall remain the property of the STATE and shall be returned by Contractor to the STATE, upon request, at termination, expiration or suspension of this Contract. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

### **31 DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

### **32 ELIGIBILITY STATUS**

At the time of execution, Contractor, and each tier of subcontractors, certify that they are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424.

Contractor has a continuing obligation to disclose any suspensions 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.

### **33 LEGAL AUTHORITY**

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Contract, receive funds authorized by this Contract and to perform the services the Contractor is obligated to perform under this Contract.

### **34 ENERGY EFFICIENCY**

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its subcontractors. The STATE will provide such standards and policies to Contractor as a pre-condition of this stipulation.

### **35 COVENANT AGAINST CONTINGENT FEES**

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

### **36 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for

in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

### **37 SEVERABILITY**

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

### **38 ENTIRE AGREEMENT CLAUSE**

This Contract, together with the SFO and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's SFO, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Contract.

### **39 ORDER OF PRECEDENCE**

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Contractor's Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

### **40 NOTICES**

Any notice required or permitted to be given under or in connection with this Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

**To STATE:**

**To Contractor:**

#### **41 NO THIRD PARTY BENEFICIARIES**

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

#### **42 PUBLIC COMMUNICATIONS**

Contractor shall not issue or participate in any public communications or public meetings or communications with elected officials or their representatives regarding the Program and Contractor's activities under this Contract without the prior consent of the STATE. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to STATE for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from STATE prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant STATE personnel, such as, STATE personnel in policy and resilience programs, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies or their representatives regarding the Program and/or the Contractor's activities under this Contract without the prior consent of STATE.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

#### **43 SAFETY**

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Part 1925, shall be observed and

Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

#### **44 COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the STATE and all such rights shall belong to the STATE.

#### **45 PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

#### **46 NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

#### **47 ADVERTISING**

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the State.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

#### **48 WAIVER OF NON-COMPETITION ENFORCEMENT**

Contractor agrees to waive enforcement of each and every Contract provision it may have restraining of the Contractor's employees, any tier of subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

#### **49 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 and shall not

withhold State-owned documents.

## 50 E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

## 51 CONTRACT APPROVAL

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La R.S.39:1595.A(1).

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

**THUS DONE AND SIGNED** by the Parties on the dates set forth below but effective as of the date given above.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**STATE OF LOUISIANA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR**

## FEMA CONTRACT CLAUSES

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **Contractor's Certification of No Federal or State Suspension or Debarment**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Federal Funds**

The Federal Emergency Management Agency (FEMA) is providing funding for this contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

#### **Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### **Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Byrd Anti-Lobbying Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### **Procurement of Recovered Materials**



In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **Compliance with Federal Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **No Obligation by the Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

### **Fraud and False or Fraudulent Related Acts**

Contractor must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's and its subcontractors.

### **DHS Seal, Logo, and Flags**

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.