

REQUEST FOR PROPOSALS

BEHAVIORAL HEALTH CLINIC SERVICES

STATE OF LOUISIANA
OFFICE OF BEHAVIORAL HEALTH
REGION VII
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-BHCSREGVII-OBH
Proposal Due Date/Time: November 28, 2011
4:00 P.M. CST

RELEASE DATE: October 26, 2011

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Glossary

ARAMIS: Accounts Receivable and Management Information System

ASI: Addiction Severity Index

CALOCUS: Child and Adolescent Level of Care Utilization System

CASI: Child and Adolescent Addiction Severity Index

CBHC: State operated/funded Community Behavioral Health Center or Clinic

CDT: Central Daylight Time

DHH: Department of Health and Hospitals

FTE: Full time Equivalent

LADDS: Louisiana Addictive Disorders Data System

LASIS – Louisiana Addictive Services Information System

LOCUS: Level of Care Utilization System

Must: Denotes a mandatory requirement

OARS: Online Accounts Receivable System

OBH: Office of Behavioral Health

OBHIS: Office of Behavioral Health Integrated Information System

ORIGINAL Signature: Must be signed in ink pen

Redacted Proposal – The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Shall: Denotes a mandatory requirement

Should, May, Can: Denote a preference, but not a mandatory requirement

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of the Bureau of Health Services Financing (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The mission of the Office of Behavioral Health is to advance a resiliency, recovery and consumer focused system of person centered care utilizing best practices and evidence based practices that are effective and efficient as supported by the data from measuring outcomes, quality and accountability. We serve the public, people with Behavioral Health needs and challenges, and people with co-occurring disorders. The Office of Behavioral Health administers and/or monitors community-based services to assure active quality care in the most cost-effective manner in the least restrictive environment for persons with mental, emotional and addictive disorders.
5. The Office's primary strategy is to maximize the opportunities and potential for adults, children and families to achieve their highest possible quality of life. The goal is recovery fostered by an integrated System of Care. Recovery is described as a deeply personal, unique process of changing one's attitudes, values, feelings, goals, skills, and/or roles. Recovery involves the development of new meaning and purpose in one's life as one grows beyond the catastrophic effects of mental illness and addictions. Recovery oriented Behavioral Health systems structure their

settings so that recovery triggers are empowerment, the existence of options, and opportunities to perform valued tasks and roles.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide outpatient behavioral health services for adults with severe and persistent mental illness and addictive disorders, including those with co-occurring disorders (mental illness and addictive disorders) and children and youth with addictive disorders and emotional and behavioral disorders.
2. A contract awarded pursuant to this RFP will continue current state operated services through a social service contract providing clinic based clinical behavioral health services in three rural clinics in Region VII. Children, Youth and Adults eligible for these clinic based services will be children, youth and adults who are residents of Region VII catchment area and meet the DHH/OBH/Region VII admission criteria.
3. A contract is necessary to continue and enhance the existing clinic based behavioral health services in three rural communities of Region VII. The goals of the services will be to provide individuals with the opportunities to develop and meet their Recovery treatment goals and transition to other community providers when appropriate to maintain continuity of care. These clinic based behavioral health services shall include program management, administrative services and behavioral health clinical services which are comprehensive, flexible, and tailored to meet the special needs of individuals referred for these services.
DHH/OBH/Region VII will continue to provide the medical, nursing, peer support, patient assistance and pharmacy services for these clinics.
4. DHH/OBH/Region VII will continue to provide for the physical buildings and associated operational/maintenance costs of the physical buildings for the three rural Community Behavioral Health Clinics identified in this RFP. In addition to the services described above, DHH/OBH/Region VII will provide for the supplies/equipment necessary for the clinicians providing outpatient behavioral health services to be able to perform the job functions as described in this RFP. The contractor will provide for the hiring and ongoing personnel costs of staff as outlined in this RFP.

C. Invitation to Propose

The Office of Behavioral Health is inviting qualified proposers to submit proposals for services to provide Behavioral Health Clinic Services in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:
Stacey Fuselier-Pierce, LPC
Region VII, Office of Behavioral Health
Department of Health and Hospitals
Shreveport Behavioral Health Center
1310 North Hearne Avenue
Shreveport, LA 71107-7904
Telephone: (318) 676-5121
Fax: (318) 676-5755
Email: Stacey.Fuselier-Pierce@.la.gov
2. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.
3. This RFP is available in pdf at the following web links:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the RFP or Scope of Services by the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date indicated in the Schedule of Events to the following web addresses:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	<i>October 26, 2011</i>
Deadline for Receipt of Written Questions	<i>November 7, 2011</i>
Response to Written Questions	<i>November 14, 2011</i>
Deadline for Receipt of Proposals	<i>November 28, 2011 4:00 P.M. CST</i>
Proposal Evaluation	<i>November 29, 2011</i>
Contract Award Announced	<i>December 29, 2011</i>
Contract Negotiations Begin	<i>December 30, 2011</i>
Contract Begins	<i>February 1, 2012</i>

G. RFP Addenda

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

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

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

II. Scope of Work

A. Project Overview

1. To ensure continued access to behavioral health services to the targeted population of the Office of Behavioral Health, it is necessary to privatize, through a social service contract, behavioral health clinic services at Mansfield, Many and Red River Behavioral Health Clinics. This will allow these existing Community Behavioral Health Clinic locations to remain operational on a part time basis and to expand services to addictive disordered clients. Region VII Community Behavioral Health will continue to provide Physician, Nursing, Peer Support and Patient Assistance coverage at these clinics; the Contractor shall not be responsible for providing these services. The outcomes of this contract will be timely access to care in client's local geographic area, clinically appropriate behavioral health services based upon the client's level of care and clinical documentation of services provided that is timely, accurate and thorough. The contractor will provide personnel who will perform management, clinical behavioral health services and administrative oversight in three rural Community Behavioral Health Clinics in Region VII that serve DeSoto, Sabine, Bienville and Red River Parishes.
2. The contractor selected for this project will accomplish the following activities during the contractual period.
 - a. Provide programmatic management and direction. Contractor will identify and develop staff positions to be filled. Contractor will hire staff qualified for established positions as outlined in this RFP. Contract staff will follow OBH policy/procedures and regional requirements related to administrative and clinical services including but not limited to accounting, billing, direct care, auditing and program management.
 - b. Provide documentation of billing and direct care services in designated OBH information management systems.
 - c. Provide for sound fiscal and personnel management of the program.
 - d. Maintain staffing resources for existing facility locations and ensure a minimum of a total of 40 hours per week of clinic operations among the three facilities.
 - e. Work closely with Region VII OBH personnel to ensure staffing, productivity and operational issues are resolved in a timely manner and agreeable to Region VII OBH.

B. Deliverables

The services to be provided are described below.

1. Programmatic Requirements

a. The contractor will hire qualified staff to provide management, clinical and administrative services to the Community Behavioral Health Clinics located in Coushatta, Many and Mansfield, Louisiana. These contracted services include, but are not limited to the following:

- a. Clinic Management Services –Facilitates the operational, clinical, personnel and administrative services within Region VII Community Behavioral Health policy and procedures in order to provide efficient and outcome based behavioral health services to adults, children and youth served in each Community Behavioral Health Clinic. Regional Policies and Procedures will be provided to the contractor upon award. Services will be delivered by a Licensed Behavioral Health Professional provided by the Contractor. Clinic Management Services shall consist of the following:
 - i. Clinic Operations including Safety, Health Standards and Risk Management Requirements
 - ii. Clinical Services
 - iii. Administrative Services
 - iv. Quality and Performance Management
- b. Clinical Services-Clinically focused behavioral health intervention and outcomes for adults, children and youth being served in each Community Behavioral Health Clinic using promising/best/evidence based practices to achieve the outcomes as determined by the client and treatment team through a collaborative process. Services shall be delivered by qualified Behavioral Health Professionals provided by the Contractor.
 - i. Routine and Crisis Screening- using screening and assessment tools prescribed by Region VII CBH
 - ii. Individual Counseling- using Cognitive Behavioral Therapy and any other Evidence Based Practices prescribed by Region VII CBH
 - iii. Group Counseling-using Evidence Based Practices prescribed by Region VII CBH
 - iv. Family Counseling- using Evidence Based Practices prescribed by Region VII CBH
 - v. Discharge Planning/Continuing Care – ensure engagement in community linkages and recovery support.
- c. Administrative Services- Clerical and data entry to support the day to day operation of each community behavioral health center
 - i. Clerical and Clinic Reception
 - ii. Accounting
 - iii. Scheduling
 - iv. Record Retention
 - v. Data Entry

- vi. Property Liaison
- vii. Purchasing Liaison
- d. Quality and Performance Management – Participation in required Quality and Performance improvement/management processes and activities as required by Region VII Community Behavioral Health. Services provided by the Licensed Behavioral Health Professional in the Clinic Management position shall include, but shall not be limited to:
 - i. Quality and Performance Audits
 - ii. Continuous Quality Improvement Plans
- e. The population served shall meet the following criteria:
 - i. Children and Youth who meet the Community Behavioral Health Clinic target population as defined by OBH
 - ii. Adults who meet the Community Behavioral Health Clinic target population as defined by OBH
- f. Recovery, Resiliency and Relapse Principles will be integrated into all individualized assessments, service plans, all direct care services delivered, crisis prevention and response services. Referrals will be made to appropriate community resources and supports necessary to successfully support Recovery and goal attainment.
- g. The contract Program Manager shall meet on a (minimum of) monthly basis with Region VII OBH staff to review management, administrative and clinic services.
- h. Specific days and hours of operation of each facility will be determined by Region VII Community Behavioral Health Management. However, it is anticipated that the Contractor shall provide the following operational schedule of services:
 - i. Mansfield Behavioral Health: 24 days/month
 - ii. Many Behavioral Health: 48 days/month
 - iii. Red River Behavioral Health: 48 days/month

Travel costs shall be reimbursed at rates identified in Policy and Procedure Memorandum 49. The current State of Louisiana Travel Regulations can be found at the following weblink:

<http://www.doa.louisiana.gov/osp/travel/travelOffice.htm>

- f. Discharge may occur:
 - i. As the client reaches his/her identified goals
 - ii. As clients request discharge and referral to community provider
 - iii. Clients who have had no contact with the clinic within the last 90 or 180 days based on the level of service the client is receiving.

- iv. All discharges (including DWI 3rd/4th offense) will be coordinated through the treatment team.
- i. Exclusionary Criteria
Any client referred to one of the Community Behavioral Health Clinics from the Region VII Community Behavioral Health Access Unit where there is a clinical concern that affects the clinical service delivery will be reviewed with the Regional Medical Director regarding appropriate services and/or referral options.
- j. Performance Measures
 - i. 100% of all clients will be scheduled an initial appointment following the Access Unit intake based on priority access criteria established by Region VII Community Behavioral Health.
 - iii. 90% of clinical documentation will be completed on the day of service delivery and consistent with Region VII Community Behavioral Health standards.
- iv. Staff providing clinical services will maintain an average of 65% direct service time.

2. Operational Requirements

Programmatic Record Keeping

- a. If applicable, verification of good standing with the appropriate professional licensing board will be current and available on request to the Region VII Community Behavioral Health Staff.
- b. Contractor will follow Region VII Community Behavioral Health protocols to ensure confidentiality and safeguard client's rights. Records will be organized in the format as prescribed by Region VII Community Behavioral Health management and in such a manner which affords easy access of information. Documentation shall be legible, dated and signed by the service provider.
- c. Records will be in the format established by Region VII Community Behavioral Health Management.

3. Staffing Requirements

The contractor shall identify, hire and train the following personnel:

- a. Program Director

- i. *Essential Functions that the Program Director shall provide:* Responsible for oversight of program services to ensure service delivery consistent with program goals. Supervises Clinic Manager and ensures staffing positions are filled to meet the standards of the contract. Primary contact regarding any questions or concerns regarding delivery of contracted services.
- ii. *Minimum Requirements that the Program Director shall possess:* Master's degree in human services field including, social work, counseling or psychology or a minimum of 8 years experience in the delivery of behavioral health services. Demonstrated supervisory experience in the implementation, operation and oversight of behavioral health services and staff.
- iii. .25 FTE shall be required for this position

b. Clinic Manager

- i. *Essential Functions that the Clinic Manager shall provide:* Manages, plans, organizes, coordinates and implements services and activities of the Community Behavioral Health Clinics. Provides supervision of the behavioral health professionals and administrative staff. Through supervisory process, assures the implementation of the following: Clinic Operations, Clinical Services, Administrative Services, Quality and Performance Management activities and Safety duties. Serves as a member of the Regional Management Team and Performance Improvement Committee. Provides clinical services within his/her scope of practice in the absence of the behavioral health professionals, or as needed based on the clinical needs of the clinic.
- ii. *Minimum Requirements that the Clinic Manager shall possess:* be a social worker who holds a master's degree in social work from an accredited school of social work and is a Licensed Clinical Social Worker in good standing with the state licensing board or Licensed Professional Counselor who is licensed as such under State Law or a Licensed Addiction Counselor who is licensed as such under State Law and **preferably** possesses supervisory experience in the implementation, operation and oversight of behavioral health support services and staff. Dependable transportation in order to travel to each of the listed Community Behavioral Health Clinics is required.
- iii. 1 FTE shall be required for this position

c. Behavioral Health Professionals:

- i. *Essential Functions that each Behavioral Health Professional shall provide:* Provides behavioral health treatment to a complex caseload of adult individuals with serious and persistent mental illness, addictive disorders or co-occurring mental health and addictive disorders and children/youth with severe emotional behavioral disturbances, addictive disorders or co-occurring addictive disorders. These clients may be judicially committed or court ordered. Conducts individual, family and group therapy using Evidence Based and Promising Practices endorsed by OBH. Groups may be psychotherapeutic or psycho educational in nature. Makes professional recommendations regarding treatment modality and objectives to be pursued in treatment. Documents in official reports and case records the treatment provided, recommendations made and implementation of services for the purpose of legal, professional, and ethical accountability in accordance with OBH procedures and policies. Documents services provided to include assessment and progress updates in designated OBH information systems the day of service delivery. Participates in multi-disciplinary staff meetings, which includes the psychiatrist and/or other relevant professionals. Makes referrals to community agencies as determined appropriate.
- ii. *Minimum Requirements that each Behavioral Health Professional shall possess:* a master's degree in social work from an accredited school of social work and licensure as a Licensed Master's Social Worker; *or* shall have a minimum of a master's degree in counseling from an accredited school of counseling and a Professional Counselor Intern who is working under the supervision of an LPC certified supervisor; *or* a Master's Degree in Clinical Psychology; *or* current practice credential as a Certified Addiction Counselor (CAC) or Licensed Addictive Counselor (LAC) issued by the Addictive Disorder Regulatory Authority (ADRA), or its successor, pursuant to the Addictive Disorders Practice Act, LA RS. 37.33. Dependable transportation in order to travel to each of the listed Community Behavioral Health Clinics is required.
- iii. Should also have experience in behavioral health service delivery to either adult and child/youth populations; preferably both.
- iv. 3 FTE shall be required for this position. At least one Behavioral Health Professional FTE must meet the minimum requirement of: current practice credential as a Certified Addiction Counselor (CAC) or Licensed Addictive Counselor (LAC) issued by the Addictive Disorder Regulatory Authority (ADRA), or its successor, pursuant to the

Addictive Disorders Practice Act, LA RS. 37.33

d. Administrative Staff

i. *Essential Functions all Administrative Staff shall provide:* Answers all incoming calls to the center/clinic and greets clients upon arrival. Determines disposition, and keeps documentation of all calls and follow-up actions. Completes appointment reminder calls for appointments. Performs scheduling, cancelling, and rescheduling of all appointments for all clients served by the facility and for all direct service providers using the scheduling system identified by OBH and according to established scheduling protocols. Receives deliveries and monitors facsimile machine. Performs all calculating, posting and verifying duties of essential financial data for maintaining accounting records according to acceptable accounting principles and practices, including Medicaid eligibility verification. Interviews new and present clients to determine fees and charges for services, as set by DHH/OBH. Serves as Medical Records Technician maintaining all active/inactive client charts; pulling, retrieving and filing client charts, delivering outgoing mail to pickup point, sorting and distributing incoming mail and faxes, laboratory test results, preparing and mailing appointment letters and fail letter (no show clients), copying and logging into client chart. Type labels for active/inactive client files.

ii. *Minimum Requirements all Administrative Staff must possess:* Two years of experience in which clerical work was a major duty and possesses the computer skills and organizational skills necessary to complete tasks assigned. Dependable transportation in order to travel to each of the listed Community Behavioral Health Clinics is required.

iii. 2 FTE shall be required for this position

e. Staffing ratios are dependent on several factors not the least of which is number of clients being served in each of the three Community Behavioral Health Clinics as referred through the Access Unit. Therefore, Contractor shall establish staffing (behavioral health professionals and administrative staff) sufficient to ensure that there is no interruption, delay or alteration of crisis services available to any consumer due to staffing shortages.

f. Key Personnel

i. All staff employed through this contract shall be considered key personnel and shall be subject to the DHH Contract Monitor's approval.

- ii. The Contractor must identify and update the List of Staff, as approved by DHH, throughout the term of this Contract as requested by the DHH Contract Monitor.
 - iii. Staff employed through this contract must not be modified or removed except upon the express written approval of the DHH Contract Monitor.
 - iv. The Contractor must provide DHH with a résumé of any member of its Staff or a Subcontractor's Staff assigned or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.
 - v. The Contractor must make available to DHH a list of all staff providing services under this Contract and must timely update the list to reflect changes. This list must include all full or part-time staff names, working Project titles, a brief description of each position, and the monthly hours worked.
 - vi. During the term of this Contract, DHH shall reserve the right to approve or disapprove any member of Contractor's Staff, to approve or disapprove any proposed changes in such Staff, or to require the removal or reassignment of any Staff found unacceptable by DHH.
 - vii. The Contractor must not remove from the Project the Key Personnel, nor temporarily reassign or reduce the time of the Key Personnel to the Project or divide the time of the Key Personnel between the Project and any other project or task, event or activity unrelated to the Project, except in the event of: illness; retirement; disability; termination of employment, or completion of assignments as defined in the Work Plan, or by mutual agreement of the parties.
 - viii. All Staff proposed by the Contractor as replacements for other Staff must have comparable or greater skills to perform the Project activities as were performed by the Staff being replaced.
 - ix. The Contractor must not rehire any such removed personnel as a consultant or sub-contractor to perform services under the Contract without the express written approval of DHH.
- g. Trainings provided to Region VII Community Behavioral Health staff will be available to contractor staff as applicable included but not limited to:
- i. Recovery/Wraparound/System of Care
 - ii. CA/LOCUS
 - iii. ASI/CASI

- iv. Abuse/Neglect Policy and Reporting Procedures
- v. Critical Incident Reporting Policy/Procedure
- vi. Use of Automated External Defibrillator
- vii. Tele-sage Outcome Measurement (TOMS)
- viii. Office of Behavioral Health OBHIS
- ix. Office of Behavioral Health ARAMIS
- x. Office of Behavioral Health LADDS
- xi. Office of Behavioral Health LASIS
- xii. Office of Behavioral Health OARS
- xiii. Professional and Social Service Contract services and referral process
- xiv. Client Rights
- xv. Property Protocols
- xvi. Purchasing Protocols
- xvii. Concurrent Documentation
- xviii. Consumer Comment Policy
- xix. Continuity of Care Policy
- xx. Critical Incident Reporting Policy

h. Contractor will ensure staff competence necessary for quality care. Training areas to be provided by the contractor shall include:

- i. Confidentiality/HIPAA
- ii. Symptom Management
- iii. Sexual Harassment
- iv. CPR
- v. Crisis Assessment/Intervention
- vi. Cultural Competency
- vii. Child Abuse/Neglect

4. Record Keeping Requirements

a. The contractor shall maintain same day documentation of direct service provision within the designated OBH paper and/or electronic information management system. This documentation shall, at a minimum, contain:

- i. Documentation of an individualized recovery-based service plan of care
- ii. Dates of service for each participant
- iii. Documentation of access/referral to needed services and evaluations
- iv. Documentation of any participant's safety issues and the programmatic response to each
- v. Documentation of each participant's progress/lack of progress
- vi. Documentation of communication with all service providers,

including primary care, community and contract agencies

- b. Performance and outcome data required will be determined by Region VII OBH Management as well as the frequency and reporting format.
- c. Fiscal records will contain, at a minimum, monthly reconciliation, a budget specific delineation of amount, and purpose of fund disbursements. Also contained in this fiscal record will be a copy of this agreement, any amendments to this contract, detailed budget and records of audit (if applicable).
- d. Requests for payment by the Office of Behavioral Health will be processed on a monthly basis. By the 15th of each month, Contractor will submit the following: an invoice detailing the cumulative cost through reporting period and balance of funds available for each budget category, staff time sheets, any supporting documentation for services billed to this contract and documentation of data entered into the Community Behavioral Health Contract Data Reporting System (if applicable).

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
 - a. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
 - b. Failure to maintain all consumer files and perform all file updates according to the requirements in the contract, as evidenced in consumer files when reviewed during monitoring site visit - \$100 per consumer.
 - c. Failure to maintain all employee files and complete all required training according to the requirements in the contract, as evidenced in employee files and/or training records when reviewed during monitoring site visit - \$100 per employee.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
2. The decision to impose liquidated damages shall include consideration of some or all of the following factors:

- a. The duration of the violation;
- b. Whether the violation (or one that is substantially similar) has previously occurred;
- c. The Contractor's history of compliance;
- d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the Consumers;
- e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

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

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

C. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work

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

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

D. INSURANCE REQUIREMENTS

1. 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.

2. Contractor's Insurance

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

3. Compensation Insurance

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

4. Commercial General Liability Insurance

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

5. Licensed Motor Vehicles

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

6. Subcontractor's Insurance

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

E. Resources Available to Contractor

The Region VII OBH office will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, problems identified and corrective action plans.

F. Contact Personnel:

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

Amanda White, MS

Department of Health and Hospitals

Region VII Office of Behavioral Health

1310 North Hearne Avenue

Shreveport, LA 71107

Phone: 318-676-5111

Email: Amanda.White@la.gov

G. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be for a period of 36 months. The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

H. Payment Terms

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of Stacey Fuselier Pierce.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

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

C. Rejection and Cancellation

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

D. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

E. Assignments

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

F. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The

Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

G. Proposal Cost

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

H. Errors and Omissions

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

I. Ownership of Proposal

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

J. Procurement Library/Resources for Proposer

Department program manuals and pertinent Federal and State regulations, as well as other pertinent materials, are available for review upon request in the Procurement Library. The library is located at: 1310 North Hearne Avenue, room 131 on the first floor. The library will be open during the hours of 8:30am to 4:00pm on Monday through Friday beginning on October 26, 2011 and ending on November 28, 2011. No items or materials may be removed from the library, but DHH personnel will be available to make copies of requested materials at a charge of 25 cents per page. Cash is not acceptable. Checks and/or money orders are to be made payable to the Department of Health and Hospitals.

K. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink) and one electronic copy of the entire proposal and should submit one electronic copy of the Redacted (cd or flash drive) and six (6) hard copies of proposals. No facsimile or emailed

proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

3. Proposals must be submitted via mail, courier or hand delivered to:

If courier mail or hand delivered:

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N. 4th Street
5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

L. Proprietary and/or Confidential Information

1. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP may be open to public inspection.
2. **If the proposal contains information which the proposer believes to be a trade secret and/or privileged or confidential proprietary information, a redacted copy of the proposal should be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. The redacted copy should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed. If a competing proposer or other person seeks review or copies of another proposer's unredacted proposal, DHH will notify the owner of the requested data of the request. If the owner of the requested data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing the unredacted proposal.

M. Proposal Format

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

N. Requested Proposal Outline:

Each Section should be clearly labeled in the proposal.

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

O. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge

and understanding of the needs and objectives of DHH OBH Region VII Community Behavioral Health services as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.

- b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c. This section should also include the following information:
 - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers. .
 - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable.
(See Attachment I).
- d. The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

5. Work Plan/Project Execution

The Proposer should state the approach it intends to use to achieve each objective of the project including major activities and methodologies utilized for

each work statement, as well as Department involvement. The Proposal should state how each objective of the project will be accomplished.

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

- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
- o. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

6. Relevant Corporate Experience

- a. The proposal should indicate the proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months, implemented a similar type project. Proposers should give at least two customer references for similar projects implemented in at least the last 24 months. References should include the name and telephone number of each contact person. The proposer should indicate how it has the infrastructure to support the staffing and personnel to be hired through this proposal.
- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

7. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.

- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
 - d. Key personnel and the percentage of time directly assigned to the project should be identified.
 - e. Résumés of all known personnel should be included. Résumés of proposed personnel should include, but not be limited to:
 - i. Experience with proposer,
 - ii. Previous experience in projects of similar scope and size.
 - iii. Educational background, certifications, licenses, special skills, etc.
 - f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.
8. Additional Information
- As an appendix to its proposal, if available, proposers should provide copies of policies and procedures manuals, inclusive of organizational standards, employee expectations, consumer rights, and ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.
9. Corporate Financial Condition
- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.
 - b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.
10. Cost and Pricing Analysis
- a. Proposer shall specify costs for the staff positions and ratios listed in the RFP, as well as Related Benefit costs, Travel costs, hiring and recruitment

costs and any administrative fees. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.

- b. For the purposes of cost calculation in this proposal, travel should be calculated based on the following operational schedule:
 - II. Mansfield Behavioral Health: 24 days/month
 - III. Many Behavioral Health: 48 days/month
 - IV. Red River Behavioral Health: 48 days/month

Current State of Louisiana Travel Regulations can be found at the following weblink:

<http://www.doa.louisiana.gov/osp/travel/travelOffice.htm>

- c. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined.

P. Criteria For Evaluation

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.
- 2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
- 3. Scoring will be based on a possible total of 100, and the proposal with the highest total score will be recommended for award.
- 4. Cost Evaluation:
 - a. The proposer with the lowest total cost for all three years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

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

CPS = Cost Proposal Score
LPC = Lowest Proposal Cost of all Proposers
PC = Individual Proposal Cost
 - b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

1. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	10
Work Plan	20
Corporate Experience	15
Qualifications of Personnel	15
Cost	25
Financial Condition	5
Veteran and Hudson Initiatives	10
TOTAL POINTS	100

Q. ANNOUNCEMENT OF AWARD

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

IV. CONTRACTUAL INFORMATION

- A.** The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities:** The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

Retainage- the Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.

- C.** In addition to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
- D. Personnel Assignments:** The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
- E. Force Majeure:** The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
- F. Order of Precedence:** The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
- G. Entire Agreement:** This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

- H. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
- I. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
- J. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
- K. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - 1. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - 2. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - 3. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Veteran and Hudson Initiatives
- II. Certification Statement
- III. DHH Standard Contract Form (CF-1)
- IV. HIPAA
- V. Sample Cost Breakdown Template

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaforward.com/index2.asp>. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and

select SmallE,
VSE, or DVSE.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small

entrepreneurships to participate as subcontractors:

- 1 participating small entrepreneurship: 1/5th of the reserved points
- 2 participating small entrepreneurships: 2/5ths of the reserved points
- 3 participating small entrepreneurships: 3/5ths of the reserved points
- 4 participating small entrepreneurships: 4/5ths of the reserved points
- 5 or more participating small entrepreneurships: Full amount of the reserved points

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small

entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative

or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform,

and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report VeteranOwned

and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship

subcontractor or distributor participation and the dollar amount of each.

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer's quote is valid for at least 120 days from the date of proposal's signature below;
4. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
5. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov)

Authorized Signature: _____
 (Original ink signature only. Electronic or photocopy not acceptable)

Typed or Printed Name: _____

Title: _____

Company Name: _____

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

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)		
2) Street Address	6) Parish(es) Served		
<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">City and State</td> <td style="width:50%; border: none;">Zip Code</td> </tr> </table>	City and State	Zip Code	7) License or Certification #
City and State	Zip Code		
3) Telephone Number	8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No		
4) Mailing Address (if different)			
<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">City and State</td> <td style="width:50%; border: none;">Zip Code</td> </tr> </table>	City and State	Zip Code	8a) CFDA#(Federal Grant #)
City and State	Zip Code		

9) **Brief Description Of Services To Be Provided:**
 Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
---------------------------	-----------------------------

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

14) **Terms of Payment**
 If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

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

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

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office.**

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced

approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.

6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
9. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
11. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
12. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not

allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.

13. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.
14. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
15. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
18. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an update, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
21. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

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

CONTRACTOR		STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS	
CONTRACTOR			
SIGNATURE	DATE	Secretary, Department of Health and Hospitals or Designee	DATE
NAME			
TITLE			

(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment ___ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Attachment V
Sample Cost Template

Note: Use this sample template to prepare a cost breakdown for **each year of** the contract.

Year 1	Hourly Rate or Applicable Rates	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Professional Services (list)		
Benefits		
Related Benefits for Staff can not exceed 30% of Salary costs.		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Worker's Compensation		
Other (List):		
Office Supplies (List)		
Other Direct Costs (list)		
Total Cost		

Sample Cost Template

Note: Use this sample template to prepare a cost breakdown for **each year of** the contract.

Year 2	Hourly Rate or Applicable Rates	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Professional Services (list)		
Benefits		
Related Benefits for Staff can not exceed 30% of Salary costs.		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Worker's Compensation		
Other (List):		
Office Supplies (List)		
Other Direct Costs (list)		
Total Cost		

Sample Cost Template

Note: Use this sample template to prepare a cost breakdown for **each year of** the contract.

Year 3	Hourly Rate or Applicable Rates	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Professional Services (list)		
Benefits		
Related Benefits for Staff can not exceed 30% of Salary costs.		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Worker's Compensation		
Other (List):		
Office Supplies (List)		
Other Direct Costs (list)		
Total Cost		