

REQUEST FOR PROPOSAL

NETWORK DESIGN

RURAL HEALTH CARE PILOT PROGRAM
INFORMATION TECHNOLOGY OFFICE
OFFICE OF MANAGEMENT AND FINANCE
DEPARTMENT OF HEALTH AND HOSPITALS

*Release Date:
April 21, 2009*

I. General Information

A. Background

The mission of the State of Louisiana, Department of Health and Hospitals (DHH) 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.

DHH is comprised of the Bureau of Health Services Financing (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Mental Health, the Office for Addictive Disorders, 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.

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. The Information Technology Office (DHH-IT), the office issuing the RFP, is under the Office of Management and Finance and provides technical and computer support for all offices within DHH. DHH-IT supervises the DHH computer network and interfaces with the Department of Social Services to provide mainframe services to DHH. The division also provides limited hardware maintenance/repair services to the department.

DHH recognizes that limited access to health services among Louisiana's rural regions and lack of connectivity for both rural and urban health care providers pose challenges to improving the quality of health for its citizens. In the 1996 Act, Congress specifically intended that rural health care providers be provided with "an affordable rate for the services necessary for the provision of telemedicine and instruction relating to such services. Consistent with Congress' directive, the Federal Communications Commission (FCC) established the rural health care program to ensure that rural health care providers pay no more than their urban counterparts for their telecommunications needs in the provision of health care services.

In 2004, President George W. Bush issued an Executive Order to encourage the development of a nationwide interoperable HIT infrastructure. The President also set the goal for most Americans to have access to an interoperable electronic medical record (EMR) by the year 2014.

To support the Presidential Goal of the creation of a nationwide broadband network and the widespread adoption of EHRs, the FCC established the Rural Health Care Pilot Program in 2006 to encourage the development and use of broadband networking services by health care providers serving rural and urban communities throughout the nation. In November 2007, the FCC released the Rural Health Care Pilot Program Selection Order, selecting 69 participants covering 42 states and three U.S. territories. Louisiana DHH was awarded \$15.9 million. Under the pilot program, participants would be eligible to receive funding for up to 85 percent of the costs associated with: (1) the construction of a state or regional broadband network and the advanced telecommunications and information services provided over that network; (2) connecting to Internet2 or National LambdaRail (NLR); and (3) connecting to the public Internet.

B. Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified proposers interested in providing a comprehensive healthcare network design for the state of Louisiana. The network will connect different computers and computer systems of participating health care providers (HCPs) so that they can share information with each other across the state and access out-of-state networks.

A contract is necessary to assess current network capabilities, determine networking needs and resources of selected HCPs, establish functional specifications, develop a comprehensive network design, and produce an RFP for the provisioning phase (Phase II) of the project. The selected firm will analyze the existing networks, identify gaps and duplications in connectivity, and conduct a best practices study to determine the most effective solution for connecting providers statewide. The resulting network design will serve as the directive for the installation and deployment of the network.

C. Invitation to Propose

DHH, Office of Management and Finance (OMF), Information Technology Office is inviting qualified proposers to submit proposals for services in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

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

Teresa Fong
Special Projects Officer
Department of Health and Hospitals
Office of Management and Finance
628 North Fourth Street
Baton Rouge, LA 70802
Phone: (225) 342-0191
Fax: (225) 342-8514
E-mail: Teresa.Fong@la.gov

This RFP is available in electronic form at <http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> in PDF format.

E. Proposer Inquiries

The Department will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted to the following web address <http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> by the date specified in the Schedule of Events.

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. Pre-Proposal Conference

A pre-proposal conference will be held on the date and time listed on the Schedule of Events. The conference will be located at 628 North 4th Street (Bienville Building), Baton Rouge, Louisiana 70721 in Conference Room #118 (subject to change). Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link: <http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

G. Schedule of Events (DHH reserves the right to deviate from this Schedule of Events.)

Schedule of Events	Tentative Schedule
Public Notice of RFP	April 21, 2009
Pre-Proposal Conference	9:00 – 10:30 am April 30, 2009 628 North Fourth Street Conference Room 118 Baton Rouge, LA 70802
Deadline for Receipt of Written Questions	3:00 pm CDT May 4, 2009
Response to Written Questions	May 6, 2009
Deadline for Receipt of Proposals	3:00 pm CDT May 21, 2009
Proposal Evaluation	May 26-27, 2009
Contract Award Announced	May 28, 2009
Contract Negotiations Begin	May 29, 2009
Contract Begins	June 15, 2009

H. 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://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

II. Scope of Work

A. Project Overview

To support the Presidential Goal of the creation of a nationwide broadband network and the widespread adoption of electronic health records (EHRs), the Federal Communications Commission (FCC) established the Rural Health Care Pilot Program (RHCPP) in 2006 to encourage the development and use of broadband networking services by health care providers (HCPs) serving rural and urban communities throughout the nation. The Louisiana Department of Health and Hospitals (DHH) plans to execute the FCC's Rural Health Care Pilot Grant Program in two phases. Phase I will focus on the assessment of current network capabilities and the development of functional specifications and a comprehensive healthcare network design for Louisiana. Phase II will focus on the installation and deployment of the network designed in Phase I.

The contract awarded from this RFP will assist DHH with Phase I of the Project Plan. The contractor selected for this project will:

- Evaluate existing DHH and non-DHH networks, including backbone and local infrastructure. (A backbone is defined as a high-speed medium used as the main trunk in a computer network to transmit high volumes of traffic.)
- Design new network connections to non-DHH participants who currently have no connectivity.
- Recommend links from all participating health care providers to a new backbone.
- Provide solutions for connectivity (1) outside of the state of Louisiana, (2) to the Internet, and (3) to Internet2 or National LambdaRail.

Note: The contractor awarded the contract for Phase 1, and any subcontractors working on Phase 1 for the contractor, will not be eligible to bid on the network provisioning phase (Phase II) of the project.

B. Deliverables

The services to be provided and currently estimated due dates (in calendar days) are described below.

Deliverable	Recommended Due Date
1. Develop a survey questionnaire, which the Contractor will administer to participating HCPs, after DHH approval, to determine functional requirements and existing network status, if any.	<i>5 days after receipt of the signed contract</i>
2. Administer the approved survey to approximately 280 HCPs that are participating in the RHCPP statewide (refer to <i>Attachment IV</i>).	<i>Completed surveys due 30 days after Deliverable 1</i>
3. Draft of functional requirements and existing network status for each HCP participant. Contractor is expected to contact HCP participants	<i>Due with Deliverable 2</i>

through travel, web-based meetings, and/or teleconferences.

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|---|--|
| 4. Final report of functional requirements and existing network status. Contractor shall confirm with participating HCPs that final report information is accurate; if information is not accurate, contractor will revise. | <i>10 days after
Deliverable 3</i> |
| 5. Draft of technical specifications for the broadband network, cost estimates of all one-time and recurring costs for Phase II, network schematics, and lists of necessary network components to connect participants with clearly defined central services, points of demarcation, privacy and security assurances, specific recommendations for the functional requirements, and recommendations for connecting and calculating usage for ineligible entities. Cost estimates will include the network components, which must be compatible with equipment (Cisco) at DHH hub sites. | <i>30 days after
Deliverable 4</i> |
| 6. Draft of the criteria to be used when evaluating vendors bidding on Phase II of the project. Criteria should include at a minimum: best fit, risk, cost, knowledge of the industry and knowledge of Louisiana. | <i>Due with
Deliverable 5</i> |
| 7. Final report of complete technical specifications, cost estimates, schematics, lists of network components, and vendor evaluation criteria. Report must be comprehensive enough to compose the scope of work for Phase II. | <i>5 days after
Deliverable 6</i> |
| 8. Meet with DHH technical advisors to provide a verbal presentation, a question and answer session, and a written summary of all findings. | <i>Due with
Deliverable 7</i> |
| 9. Assist DHH with draft of request for proposal for Phase II. | <i>7 days after
Deliverable 8</i> |

C. General Requirements

1. The contractor shall supply one lead engineer with CCIE certification, or equivalent, and 3-5 years of experience in designing WANs utilizing carrier services such as frame relay, Metro Ethernet, DSL, and MPLS and high bandwidth applications such as video and telemedicine.
2. The contractor shall provide weekly status reports in addition to documentation specified in the Deliverables to DHH.

D. Network Requirements

The contractor shall provide design solutions for the following. Solutions shall utilize existing technologies available in Louisiana and comply with FCC Order 07-198

<http://www.universalservice.org/res/documents/rhc-pilot-program/pdf/HHS-Public-Safety->

[Coordination.pdf](#)).

1. Designing a redundant vendor backbone network for RHCPP participant sites. Vendor should provide a common VPN accessible to all participant sites with QoS for video.
2. Interfacing four DHH hub sites and all participating health care providers with the vendor backbone. The DHH hubs are located in the four state LATAs: Hammond, Baton Rouge, Lafayette, and Northern Louisiana (Bossier City or Alexandria).
3. Providing IP addressing schema and routing configurations for all non-DHH sites (approximately 80).
4. Developing security policies for connection to the vendor backbone. Each site will manage its own local security and outgoing traffic until the point of connection to the vendor network. Network configuration must be in compliance with HIPAA.
5. Establishing connectivity outside the state of Louisiana to out-of-state and nationwide networks with appropriate QoS policies.
6. Establishing connectivity to the Internet, with one point of presence in northern Louisiana and the other in southern Louisiana.
7. Establishing connections for redundancy/failover between DHH and vendor backbones to Internet2 or National LambdaRail at each of two DHH hub sites (north and south).
8. Providing network management and help desk solutions with one point of contact for all components of the RHCPP network. Individual elements of the RHCPP network may be extended beyond the five year funding period and vendor must provide for the continued service.

E. 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:

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

See Attachment VI: Sub-contractor(s) Request for References.

F. INSURANCE REQUIREMENTS

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

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.

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.

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.

Insurance Covering Special Hazards

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

Licensed and Non-Licensed Motor Vehicles

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

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.

G. Resources Available to Contractor

DHH-IT will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

H. Contact Personnel:

All work will be performed under the direct supervision of:

Glen Liu
Department of Health and Hospitals
Office of Management and Finance
628 North Fourth Street
Baton Rouge, LA 70802
Phone: (225) 342-9258
Email: Glen.Liu@la.gov

I. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period not to exceed six months past the contract signing date. DHH reserves the right to renew or extend the contract with the same rates and conditions; however, under no circumstances shall the maximum contract period exceed 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

J. Payment

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

Invoice procedures are as follows:

- Contractor will send total invoice amount to DHH on a monthly basis.
- DHH will be responsible for payment of 15% of the total invoice amount on approval.
- DHH will prepare the required USAC invoice for 85% of the amount (using USAC's invoice template), sign and date it, and send it to the contractor.
- Contractor will review the invoice to ensure it is for costs incurred, sign and send/fax to USAC for payment.
- USAC will be responsible for payment of 85% of the approved invoice directly to contractor.

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 firm's proposal by the Department.

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.

B. PROCUREMENT LIBRARY/RESOURCES AVAILABLE TO PROPOSER

Relevant information to this RFP about the Rural Health Care Pilot Program can be found at the following web addresses:

Federal Communications Commission: <http://www.fcc.gov/cgb/rural/rhcp.html>

Universal Service Administrative Company: <http://www.usac.org/rhc-pilot-program>

Information regarding DHH and other health care organizations in the State of Louisiana can be found at the following web addresses:

DHH: <http://www.dhh.louisiana.gov>

Louisiana Hospital Association: <http://www.lhaonline.org>

Louisiana Public Health Institute: <http://lphi.org>

Louisiana Rural Hospital Coalition: <http://www.larhc.org>

C. PROPOSAL SUBMISSION

All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.

Proposer will submit one (1) original and should submit ten (10) copies of proposals and one (1) electronic copy. Aside from the one electronic copy, proposals must be submitted in hard copy form, no facsimile or emailed proposals will be accepted. Hard copies of proposals must be submitted via mail or hand delivered to the following addresses.

US Mail delivered to:

Teresa Fong
Dept. of Health & Hospitals
Division of Information Technology
P.O. Box 3013
Baton Rouge, LA 70821-3013

Courier Mail or Hand delivered to:

Teresa Fong or Mike Austin
Department of Health and Hospitals
Office of Management and Finance
Information Technology Office
Room 345
628 North Fourth Street
Baton Rouge, LA 70802
Phone 1: (225) 342-0191
Phone 2: (225) 342-8507

Electronic copies of proposals should be submitted via e-mail to Teresa.Fong@la.gov.

Note: Only submission of the original, signed proposal and requested copies by the date and time indicated in the Schedule of Events will be considered timely submission.

D. 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.

E. 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.

F. Certification Statement

The proposer must sign and submit the attached Certification Statement.

G. Proposal Submission

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any mandatory requirement shall result in the rejection of the proposal. 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 must 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.

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.
3. Requested Proposal Outline
 - a. Introduction
 - b. Understanding of Project Scope
 - c. Work Plan
 - d. Relevant Corporate Experience/Corporate Financial Condition

- e. Personnel Qualifications
- f. Cost and Pricing Analysis
- g. Administrative Data
- h. Assignments
- i. Additional Information
- j. Warranty Against Cost Disclosure and Broker Fees
- k. Location of Active Office with Full Time Personnel

4. Content of Proposal Outline Listed Above

a. Introduction

The introductory section should contain summary information about the proposer's organization and its ability to satisfy provisions of the Request for Proposal. Mandatory administrative data may be included in this section. This section should also include an organizational chart displaying the proposer's overall structure.

b. Understanding of Project Scope, Needs, and Objectives

This section should state proposer's knowledge and understanding of the needs and objectives of the Rural Health Care Pilot Program as related to the scope of this RFP. The proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP, including knowledge of DHH and the Rural Health Care Pilot Program. This section should contain work statements 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.

The practicality of the execution of each stage of the project will be examined. The proposer should provide a detailed breakdown of how the requested services will be provided. The rationale and methodology for achieving objectives will be considered as well as the Proposer's organizational approach to the project. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements.

c. Work Plan

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.

This section should address the project work plan and provide a work schedule for each phase of the project. The work plan should be presented as follows:

1. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
2. Provide a strategic overview including all elements to be provided.
3. Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task.
4. Identify critical tasks;
5. Estimate time involved in completion of tasks. Estimated dates need not match the suggested due dates shown in *Section II. Scope of Work, B. Deliverables*. However, a thorough, complete and timely conclusion to the project is required for participants to enjoy maximum funding through the FCC Rural Health Care Pilot Program. The Proposer must

give a reasonable, realistic time line for completion of the Deliverables. The deadline for completion of deliverables is November 30, 2009.

6. Identify all assumptions or constraints on tasks;
7. Refer to specific documents and reports that are to be produced as a result of completing tasks.
8. Contain a summary, at the activity level, to show completion schedules relative to deliverables.
9. Include charts and graphs which reflect the work plan in detail.
10. Describe the approach to Project Management and Quality Assurance.
11. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
12. 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.
13. 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.

d. Relevant Corporate Experience

The proposal shall indicate the firm has a record of prior successful experience in the design and implementation of services similar to those sought through this RFP. Proposers should include statements specifying the extent of responsibility 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. In particular, the proposer should demonstrate experience with the implementation of developing a network design. The proposer should have, within the last five years, completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last five years. References should include the name and telephone number of each contact person. See Attachment V.

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.

Corporate Financial Condition

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.

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.

e. Personnel Qualifications

This section should include the key factors which the Proposer understands shall be considered in the staffing and management of the project. The Proposer shall consider types of resources required, resources available, and training requirements.

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 also be evaluated. Proposals including supplementary personnel with experience in the health care industry dealing with IT and telemedicine applications are preferred. Proposer should also include a statement of its ability to commit full time key personnel for the full term of the contract and its plan for doing so. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Personnel should be identified, and should be the individuals who will work directly on the project. Percentage of time, work-hours committed or other identification of the proposed level of effort should be submitted.

Job descriptions for all staff 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. Proposers should also state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties as well as indication of full- or part-time participation should be included. The organizational chart should show lines of responsibility and authority. The proposer should clearly show how the organizational structure is designed to carry out the responsibilities within each of the major components.

Key personnel should be designated as such in the proposal, and résumés of all known personnel should be included. Resumes of key personnel proposed should include, but not be limited to:

1. Experience with proposer,
2. Previous experience in projects of similar scope and size.
3. Where personnel have previously worked as a team on similar projects, résumé data should include responsibility and position within the team.
4. Educational background, certifications, licenses, special skills, etc.

If subcontractor personnel will be used, the proposer should clearly identify these persons and provide the same information requested for the proposer's personnel. Information should include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three references for whom the subcontractor has performed work that DHH may contact. The proposer should note that the same requirements of contractor also apply to subcontractors.

Proposer shall be advised that if resumes submitted do not indicate that personnel meet the minimum qualifications for education and experience; points will be deducted in this category during the evaluation process. However, if chosen as contractor, the proposer will have to provide personnel that meet or exceed the minimum qualifications required by this RFP as indicated in Section II.C.1.

Note: Personnel may be interviewed and are subject to approval by DHH.

f. Cost and Pricing Analysis

Proposer must specify costs for performance of tasks and methodologies of payment. Proposal must include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs must be included in the proposal. The itemized cost breakdown should include, at the minimum, the cost for the following:

1. All tasks specified in the Scope of Work, with travel and other expenses included, as this contract does not include travel per FCC Order 07-198.

g. Administrative Data

The proposal should include the following administrative data:

1. Name and address of principal officer;
2. Name and address for purpose of issuing checks and/or drafts;
3. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
4. If out-of-state Proposer, give name and address of local representative; if none, so state;
5. 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;
6. 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
7. Proposer's state and federal tax identification numbers.

Mandatory Administrative Data

1. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
2. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
3. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.
4. Proposer shall have a Service Provider Identification Number (SPIN) as specified by the Universal Service Administrative Company. If needed, Proposer may obtain a SPIN through the guidelines on the following website: <http://www.usac.org/rhc/service-providers/step01/>. Proposer shall include the SPIN or a copy of the completed SPIN application form. Failure to include this will result in the proposal being declared non-responsive and not evaluated.

h. 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.

i. Additional Information

Proposers may be required by DHH to provide additional information or clarification concerning proposals.

j. Warranties

The following 2 items should be included in the proposal:

Warranty Against Cost Disclosure: The proposer should warrant that it has not discussed or disclosed price or cost data with DHH prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

Warranty Against Broker's Fees: The proposer should warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract and should also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract

k. Location of Active Office with Full Time Personnel

Include all office locations (address) with full time personnel.

H. Criteria For Evaluation

Evaluations will be conducted by a Proposal Review Committee.

Scoring will be based on a possible total of 100. Each evaluator will score each proposal and the proposal with the highest combined total score will be recommended for award.

Cost Evaluation:

The proposer with the lowest total cost shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

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

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

The following criteria will be used to evaluate proposals.

Evaluation Criteria

The criteria and assigned weights are:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	15
Technical Proposal/Work Plan	25
Corporate Experience/Financial Condition	10
Qualifications of Personnel	25
Cost	25
Total Points	100

I. 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. OTHER LOGISTICS

1. **Contact After Solicitation Deadline** - After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and the evaluation committee, which will be composed of select DHH employees and RHCPP Steering Committee members, until the award is made.
2. **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.
3. **Completeness of Information** – Failure to furnish mandatory information specifically required in this solicitation shall disqualify a proposal.
4. **Proprietary Information** - 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 proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44:1-44, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
5. **Award Without Discussion** - The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.
6. **Performance Bond**-For all contractors (for profit or not for profit) awarded contracts through the RFP; the Department shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount, or in lieu of a Performance Bond, the Contractor may submit an irrevocable letter of credit for 10% of the annual contract amount. The letter of credit must provide that the Department can access the credit upon breach of contract by the contractor.
OR
Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance.

V. CONTRACTUAL TERMS

- A.** The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1) 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.

C. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. 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.
2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the 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 o the subject matter.
5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I: Certification Statement
- II: DHH Standard Contract Form (CF-1)
- III: HIPAA
- IV: Participating Health Care Providers
- V: Request for References

VI: Request for Subcontractor References

CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. The Department requests that the proposer designate one person to receive all documents. Identify the Contact name and fill in the information below:

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, contract terms and conditions, and all other administrative requirements set forth in this RFP.

Authorized Signature: _____

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 # <small>(11 digits)</small>		
2) Street Address	6) Parish(es) Served		
<table style="width:100%; border:none;"> <tr> <td style="width:50%;">City and State</td> <td style="width:50%;">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%;">City and State</td> <td style="width:50%;">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
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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 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 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, sexual orientation, 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 Auditors 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, 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. All audit fees and other costs associated with the audit shall be paid entirely by the Contractor. 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. If Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
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 State.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.
7. In consideration for goods delivered or services performed, the Department shall make all checks payable to the contractor in the amounts and intervals as expressed or specified in the agreement. 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 and are specified under "Special Provisions." The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.

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 of 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 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. Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other materials related to this contract shall become the property of the Department.
11. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department (which approval shall be attached to the original agreement). 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 agreement, 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 agreement; and provided, further, however that no provisions of this clause and no such approval by the Department or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.
12. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by the Department. This contract is not effective until approved by the required authorities of the Department and if contract exceeds \$20,000, the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.
13. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.
14. This agreement 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 agreement 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.

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 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 amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the Office which is a party to the contract, and the Contractor and approved by required authority of the Department; and; if contract exceeds \$20,000, 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 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. Contractor agrees that purchase of equipment under the terms of this agreement shall require prior approval of the Department and shall conform to bid and inventory requirements as set forth in the Property Control Manual for Contracting Agencies and which comply with the Louisiana Procurement Code and property control regulations.

Any equipment purchased under this agreement remains the property of the Contractor for the period of this agreement and future continuing agreements for the provision of the same services. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$250.00 or more. The contractor has the responsibility to submit to the Program Office Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor agrees that upon termination of contracted services, the equipment purchased under this agreement reverts to the State. Contractor agrees to deliver any such equipment to the State.
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 premise 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, agreements, 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

CONTRACTOR

SIGNATURE **DATE**

NAME

TITLE

(Name of Regional Office, Facility)

SIGNATURE

DATE

NAME

TITLE

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

Alan Levine, Secretary **DATE**

(OFFICE NAME)

SIGNATURE

DATE

NAME

TITLE
Assistant Secretary

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 IV

PARTICIPATING HEALTH CARE PROVIDERS
***This list may have on-going additions and/or deletions**

Bogalusa Medical Center Inpatient Campus	433 Plaza St	Bogalusa	LA	70427
E. A. Conway Medical Center	4864 Jackson St	Monroe	LA	71210
Earl K. Long Medical Center	5825 Airline Highway	Baton Rouge	LA	70805
Huey P. Long Medical Center	352 Hospital Boulevard	Pineville	LA	71361
Lallie Kemp Regional Medical Center	52579 Highway 51 S	Independence	LA	70443
Leonard J. Chabert Medical	1978 Industrial Boulevard	Houma	LA	70363
LSU Health Sciences Ctr Shreveport	1501 Kings Hwy	Shreveport	LA	71130
Interim LSU Hospital	2021 Perdido St	New Orleans	LA	70112
University Medical Center	2390 West Congress St.	Lafayette	LA	70506
Walter Olin Moss Regional Medical Center	1000 Walters St	Lake Charles	LA	70607
Abbeville General Hospital	118 North Hospital Drive	Abbeville	LA	70510
Abrom Kaplan Memorial Hosp.-ICO	1310 West Seventh Street	Kaplan	LA	70548
Acadia-St. Landry Hospital - ICO	810 South Broadway St	Church Point	LA	70525
Allen Parish Hospital --ICO	108 6th Avenue	Kinder	LA	70648
American Legion Hospital	1305 Crowley Rayne Highway	Crowley	LA	70526
Baton Rouge General Medical Center (Bluebonnet)	8585 Picardy Ave	Baton Rouge	LA	70821
Baton Rouge General Medical Center (Mid-City)	3600 Florida Blvd	Baton Rouge	LA	70806
Beauregard Memorial Hospital	600 South Pine Street	DeRidder	LA	70634
Bunkie General Hospital	427 Evergreen St.	Bunkie	LA	71322
Christus Coushatta Health Care Ctr	1635 Marvel St.	Coushatta	LA	71019
Christus St.Frances Cabrini Hospital	3330 Masonic Drive	Alexandria	LA	71301
DeSoto Regional Health System	207 Jefferson St	Mansfield	LA	71052
Franklin Medical Center	2106 Loop Road	Winnsboro	LA	71295
Homer Memorial Hospital	620 East College Street	Homer	LA	71040
Hood Memorial Hospital	301 West Walnut St.	Amite	LA	70422
Iberia Medical Center	2315 E Main St	New Iberia	LA	70562
Jackson Parish Hospital	165 Beech Springs Road	Jonesboro	LA	71251
Jennings American Legion Hospital	1634 Elton Road	Jennings	LA	70549
Lady of the Sea General Hospital	200 W 134th Pl	Cut Off	LA	70345
Lafayette General Medical Center	1214 Coolidge Avenue	Lafayette	LA	70503
Lane Regional Medical Center	6300 Main Street	Zachary	LA	70791
LaSalle General Hospital --ICO	187 Ninth Street / Hwy 84 West	Jena	LA	71342
Morehouse General Hospital	323 West Walnut	Bastrop	LA	71220
Natchitoches Regional Medical Center	501 Keyser Ave	Natchitoches	LA	71457
North Caddo Medical Center - ICO	1000 South Spruce Street	Vivian	LA	71082
Opelousas General Health System	539 E. Prudhomme St.	Opelousas	LA	70570

Our Lady of Lourdes Regional Medical Center	611 Saint Landry St	Lafayette	LA	70502
Our Lady of the Lake RMC	5000 Hennessy Boulevard	Baton Rouge	LA	70808
Pointe Coupee General Hospital	2202 False River Dr	New Roads	LA	70760
Prevost Memorial Hospital	301 Memorial Drive	Donaldsonville	LA	70346
Richardson Medical Center	254 Highway 3048	Rayville	LA	71269
Richland Parish Hospital - Delhi	407 Cincinnati St	Delhi	LA	71232
Riverland Medical Center	1700 N. E. E. Wallace Blvd	Ferriday	LA	71334
Riverside Medical Center	1900 South Main St.	Franklinton	LA	70438
Springhill Medical Center --ICO	2001 Doctors Drive	Springhill	LA	71075
St. Charles Parish Hospital	1057 Paul Maillard Rd	Luling	LA	70070
St. Elizabeth Hospital	1125 W Highway 30	Gonzales	LA	70737
St. Francis Medical Center	309 Jackson St	Monroe	LA	71210
St. Francis Medical Center North Campus)	3421 Medical Park Dr	Monroe	LA	71203
St. James Parish Hospital	1645 Lutchter Ave	Lutchter	LA	70071
St. Martin Hospital --ICO	210 Champagne Boulevard	Breaux Bridge	LA	70517
St. Tammany Parish Hospital	1202 South Tyler Street	Covington	LA	70433
Terrebonne General Medical Center	8166 Main Street	Houma	LA	70360
Tri-Ward General Hospital	409 First Street	Bernice	LA	71222
Union General Hospital	901 James Avenue	Farmerville	LA	71241
West Calcasieu Cameron Hospital	701 Cypress Street	Sulphur	LA	70663
West Feliciana Parish Hospital	5266 Commerce Street	St. Francisville	LA	70775
West Jefferson Medical Center	1101 Medical Center Blvd	Marrero	LA	70072
Allen Parish Health Unit	145 Hospital Drive	Oakdale	LA	71463
Amite Regional Laboratory	104 North First Street #A	Amite	LA	70422
Acadia Parish Health Unit	530 West Mill Street	Crowley	LA	70526
Ascension Parish Health Unit - Donaldsonville	901 Catalpa Street	Donaldsonville	LA	70346
Ascension Parish Health Unit - Gonzales	1024 S. E. Ascension Complex Avenue	Gonzales	LA	70737
Assumption Parish Health Unit	158 Highway 1008	Napoleonville	LA	70390
Avoyelles Parish Health Unit	657 Government Street	Marksville	LA	71351
Beauregard Parish Health Unit	216 Evangeline Street	DeRidder	LA	70634
Bienville Parish Health Unit	1285 Pine Street	Arcadia	LA	71001
Bossier Parish Health Unit	3022 Old Minden Road	Bossier City	LA	71112
Caddo Parish Health Unit	1035 Creswell Avenue	Shreveport	LA	71101
Calcasieu Parish Health Unit	3236 Kirkman Street.	Lake Charles	LA	70601
Calcasieu Parish Health Unit - Sulphur	201 Edgar Street	Sulphur	LA	70663
Caldwell Parish Health Unit	501 Collins Road	Columbia	LA	71418
Catahoula Parish Health Unit - Jonesville	200 Third Street	Jonesville	LA	71343
Central Laboratory	3101 West Napoleon Avenue	Metairie	LA	70001
Children's Hospital (Metropolitan CSHS)	200 Henry Clay Avenue	New Orleans	LA	70118
Claiborne Parish Health Unit	624 West Main Street	Homer	LA	71040
Concordia Parish Health Unit	905 Mickey Gilley Avenue	Ferriday	LA	71334

Delgado Clinic (Metropolitan STD Clinic)	517 North Rampart Street	New Orleans	LA	70112
De Soto Parish Health Unit	120 McEnery Street	Mansfield	LA	71052
East Baton Rouge Parish Health Unit	353 North 12th Street	Baton Rouge	LA	70802
East Carroll Parish Health Unit	407 Second Street	Lake Providence	LA	71254
East Feliciana Parish Health Unit	12080 Marston Street	Clinton	LA	70722
Evangeline Parish Health Unit	1010 West LaSalle Street	Ville Platte	LA	70586
Franklin Parish Health Unit	6614 Main Street	Winnsboro	LA	71295
Grant Parish Health Unit	513 Eighth Street	Colfax	LA	71417
Iberia Parish Health Unit	121 West Pershing Street	New Iberia	LA	70560
Iberville Parish Health Unit	24705 Plaza Drive	Plaquemine	LA	70764
Jackson Parish Health Unit	228 Bond Street	Jonesboro	LA	71251
Jefferson Davis Parish Health Unit	403 Baker Street	Jennings	LA	70546
Jefferson Parish Health Unit - Marrero	1855 Ames Blvd.	Marrero	LA	70072
Jefferson Parish Health Unit - Metairie	111 North Causeway Blvd.	Metairie	LA	70001
Lafayette Parish Health Unit	220 Willow Street	Lafayette	LA	70501
Lafourche Parish Health Unit	2535 Veterans Blvd.	Thibodaux	LA	70301
Lake Charles Regional Laboratory	721 East Prien Lake Road	Lake Charles	LA	70602
LaSalle Parish Health Unit	1673 North Second Street	Jena	LA	71343
Lincoln Parish Health Unit	405 East Georgia Avenue	Ruston	LA	71270
Livingston Parish Health Unit	20140 Iowa Street	Livingston	LA	70754
Madison Parish Health Unit	606 Depot Street	Tallulah	LA	71282
Morehouse Parish Health Unit	650 School Road	Bastrop	LA	71220
Natchitoches Parish Health Unit	625 Bienville Street	Natchitoches	LA	71457
Orleans Parish Health Unit	3306 Tulane Avenue	New Orleans	LA	70119
Ouachita Parish Health Unit	1650 DeSiard Street	Monroe	LA	71201
Personal Health (STD) Clinic	2751 Wooddale Boulevard	Baton Rouge	LA	70805
Pointe Coupee Parish Health Unit	282 B Hospital Road	New Roads	LA	70760
Rapides Parish Health Unit	5604 A Coliseum Boulevard	Alexandria	LA	71303
Red River Parish Health Unit	2015 Red Oak Road	Coushatta	LA	71019
Region 2 STD Clinic - Baton Rouge	1427 Main Street	Baton Rouge	LA	70802
Richland Parish Health Unit	21 Lynn Gayle Robertson Road	Rayville	LA	71269
Sabine Parish Health Unit	1230 West Louisiana Avenue	Many	LA	71449
St. Bernard Parish Health Unit	2712 Palmisano Blvd.	Chalmette	LA	70043
St. Helena Parish Health Unit	100 North Second Street	Greensburg	LA	70441
St. Landry Parish Health Unit - Eunice	131 City Avenue	Eunice	LA	70535
St. Landry Parish Health Unit - Melville	226 Havard Street #A	Melville	LA	71353
St. Landry Parish Health Unit - Opelousas	308 West Bloch Street	Opelousas	LA	70750
St. Martin Parish Health Unit	303 West Port Street	St. Martinville	LA	70582
St. Mary Parish Health Unit	1200 David Drive	Morgan City	LA	70380
St. Tammany Parish Health Unit	105 Medical Center Drive	Slidell	LA	70461
Shreveport Regional Laboratory	533 Vine Street	Shreveport	LA	71101

Tangipahoa Parish Health Unit - Amite	330 West Oak Street	Amite	LA	70422
Tangipahoa Parish Health Unit - Hammond	15481 West Club Deluxe Road	Hammond	LA	70403
Tensas Parish Health Unit	1115 Levee Street	St. Joseph	LA	71366
Terrebonne Parish Health Unit	600 Polk Street	Houma	LA	70360
Union Parish Health Unit	1002 Marion Highway.	Farmerville	LA	71241
Vermillion Parish Health Unit	401 South St. Charles Street	Abbeville	LA	70510
Vernon Parish Health Unit	406 West Fertitta Boulevard	Leesville	LA	71496
Washington Parish Health Unit - Bogalusa	626 Carolina Avenue	Bogalusa	LA	70427
Washington Parish Health Unit - Franklinton	1104 Bene Street	Franklinton	LA	70438
Webster Parish Health Unit - Minden	1200 Homer Road	Minden	LA	71055
Webster Parish Health Unit - Springhill	218 First Street N.E.	Springhill	LA	71075
West Baton Rouge Parish Health Unit	685 Louisiana Avenue	Port Allen	LA	70767
West Carroll Parish Health Unit	402 Beale Street	Oak Grove	LA	71263
West Feliciana Parish Health Unit	5154 Burnett Road	St. Francisville	LA	70775
Winn Parish Health Unit	301 West Main Street	Winnfield	LA	71483
Allen Mental Health Center	402 Industrial Drive	Oberlin	LA	70655
Assumption Mental Health Center	2632 Highway 1	Labadieville	LA	70372
Beauregard Mental Health Center	106 West Port Street	DeRidder	LA	70634
Crowley Mental Health Center	1822 West Second Street	Crowley	LA	70527
Dr. Joseph Henry Tyler, Jr. Mental Health Center	302 Dulles Drive	Lafayette	LA	70506
Jonesboro Mental Health Center	4134 Highway 4	Jonesboro	LA	71251
Jonesville Mental Health Center	2801 Fourth Street	Jonesville	LA	71343
Lafourche Mental Health Center	157 Twin Oaks	Raceland	LA	70394
Lake Charles Mental Health Center	4105 Kirkman Street	Lake Charles	LA	70607
Leesville Mental Health Center	102 Belview Road	Leesville	LA	71446
Lurline Smith Mental Health Center	900 Wilkinson Street	Mandeville	LA	70448
Mansfield Mental Health Center	501 Louisiana Avenue	Mansfield	LA	71052
Many Mental Health Center	265 Highland Drive	Many	LA	71449
Minden Mental Health Center	421 Meadowview Drive	Minden	LA	71055
Monroe Mental Health Center	4800 South Grand Street	Monroe	LA	71210
Natchitoches Mental Health Center	210 Medical Drive	Natchitoches	LA	71457
New Iberia Mental Health Center	611 West Admiral Doyle Drive	New Iberia	LA	70560
Opelousas Mental Health Center	220 South Market Street	Opelousas	LA	70570
Red River Mental Health Center	1313 Ringgold Avenue	Coushatta	LA	71019
Richland Mental Health Center	115 Christian Drive	Rayville	LA	71269
River Parishes Mental Health Center	1809 West Airline Highway	LaPlace	LA	70068
Ruston Mental Health Center	901 White Street	Ruston	LA	71273
Shreveport Mental Health Center	1310 North Hearne Avenue	Shreveport	LA	71137
South Lafourche Mental Health Center	127 East 123rd Street	Galliano	LA	70354
St. Mary Mental Health Center	500 Roderick Street	Morgan City	LA	70380
Tallulah Mental Health Center	1012 Johnson Street	Tallulah	LA	71284

Terrebonne Mental Health Center	5599 Highway 311	Houma	LA	70360
Ville Platte Mental Health Center	312 Court Street	Ville Platte	LA	70586
Winnsboro Mental Health Center	1301 Landis Street	Winnsboro	LA	71295
SWLA Center for Health Services at Lake Charles	2000 Opelousas Street	Lake Charles	LA	70601

Potential site additions include, but are not limited to, the following:

Bastrop Addictive Disorders Clinic	320 South Franklin	Bastrop	LA	71220
Briscoe Detox Center/Joseph R. Briscoe Treatment Center	4012 Avenue H	Lake Charles	LA	70615
Columbia Addictive Disorders Clinic	5159 Highway 4 East	Columbia	LA	71418
Crowley Addictive Disorders Clinic	121 East Fifth Street	Crowley	LA	70526
Hammond Addictive Disorders Clinic	403 Market Street	Hammond	LA	70401
Lafayette Addictive Disorders Clinic	302 Dulles Street	Lafayette	LA	70506
Lake Charles Addictive Disorders Clinic	3505 Fifth Avenue	Lake Charles	LA	70607
Natchitoches CAD	212 Medical Drive	Natchitoches	LA	71457
New Iberia Addictive Disorders Clinic	611 West Admiral Doyle Drive	New Iberia	LA	70560
Northlake Addictive Disorders Clinic	19404 North Tenth Street	Covington	LA	70433
Northwest Regional CAD	6005 Financial Plaza	Shreveport	LA	71129
Opelousas Addictive Disorders Clinic	514 North Court Street	Opelousas	LA	70570
Pines Treatment Center	6240 Greenwood Road	Shreveport	LA	71119
River Parishes Addictive Disorders Clinic	421 West Airline Highway	LaPlace	LA	70068
Ruston Addictive Disorders Clinic	602 East Georgia Avenue	Ruston	LA	71270
Slidell Addictive Disorders Clinic	2130 First Street	Slidell	LA	70458
Southern Oaks Addiction and Recovery Treatment Center (SOAR)	1416 Natchitoches Street	West Monroe	LA	71292
St. Mary Addictive Disorders Clinic	512 Roderick Street	Morgan City	LA	70380
Terrebonne Addictive Disorders Clinic	521 Legion Avenue	Houma	LA	70364
Thibodaux Addictive Disorders Clinic	303 Hickory Street	Thibodaux	LA	70301
Ville Platte Addictive Disorders Clinic	414 West Cotton Street	Ville Platte	LA	70586
Washington Parish Addictive Disorders Clinic	2106 Avenue F	Bogalusa	LA	70427
Capital Area Center for Adult Behavioral Health	7173 Florida Boulevard	Baton Rouge	LA	70806
Region 3 Community Services Office	690 East First Street	Thibodaux	LA	70301
Region 5 Community Services Office	3501 Fifth Avenue	Lake Charles	LA	70605
Region 6 Community Services Office	429 Murray Street	Alexandria	LA	71301
Region 7 Community Services Office	3018 Old Minden Road	Bossier City	LA	71112
Region 8 Community Services Office	122 St. John Street	Monroe	LA	71201
Acadiana Region Supports and Services Center	224 Gremillion Circle	Iota	LA	70543

Northeast Supports and Services Center	2776 Highway 150	Ruston	LA	71270
Northwest Supports and Services Center	5401 Shed Road	Bossier City	LA	71111
Pinecrest Supports and Services Center	100 Pinecrest Drive	Pineville	LA	71361

REQUEST FOR REFERENCES

Section I. Proposer Information

Contact Name: _____
Company Name: _____
Address 1: _____
Address 2: _____
Phone #: _____
Fax #: _____
E-mail: _____

Scope of services/products to be provided by proposer:

Section II. Permission to Request Reference From:

Contact Name: _____
Company Name: _____
Address 1: _____
Address 2: _____
Phone #: _____
Fax #: _____
E-mail: _____

Description of product/services/project, including start and end dates:

REQUEST FOR SUBCONTRACTOR REFERENCES

Each proposed subcontractor should submit three references.

Section I. Subcontractor Information

Contact Name: _____
Company Name: _____
Address 1: _____
Address 2: _____
Phone #: _____
Fax #: _____
E-mail: _____

Scope of services/products to be provided by proposer:

Section II. Permission to Request Reference From:

Contact Name: _____
Company Name: _____
Address 1: _____
Address 2: _____
Phone #: _____
Fax #: _____
E-mail: _____

Description of product/services/project, including start and end dates: