# LOUISIANA

DEPARTMENT OF HEALTH AND HOSPITALS

INSTATE EMS RESOURCE AUGMENTATION FOR EMERGENCY OPERATIONS & STATE SHELTERS

BUREAU OF EMERGENCY MEDICAL SERVICES
DEPARTMENT OF HEALTH AND HOSPITALS

**RFP # 305PUR-DHHRFP-LAEMSAUG2-2016**
**Proposal Due Date/Time: April 29, 2016, 4:00 PM CDT**

Release Date: April 1, 2016

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# Glossary

- Advanced Life Support (ALS): Emergency medical care administered to at least the level of an emergency medical technician-paramedic's scope of practice as defined in LAC 48:I.Chapter 60.
- All Hazards: Encompasses disaster response to all types of hazards that may affect an area.
- Ambulance: An EMS resource meeting the requirements of LAC 48:I.Chapter 60 and is currently licensed by DHH Health Standards
- Basic Life Support (BLS): Emergency medical care administered to the EMT-basic scope of practice as defined in LAC 48:I.Chapter 60.
- BEMS: DHH Bureau of Emergency Medical Services
- BEMS Ambulance Processing Site (APS): Location at which incoming medical transportation vehicles are placarded, in-processed, and briefed in order to fulfill contract requirements.
- BEMS Division/Group Supervisor: Response personnel who report to the Operations Section Chief (OPS) (or Branch Director when activated). The Supervisor is responsible for the implementation of the assigned portion of the Incident Action Plan (IAP), assignment of resources within the Division/Group, and reporting on the progress of control operations and status of resources within the Division/Group.
- BEMS EMS Disaster Preparedness and Response Program Manager (BEMS PM): BEMS personnel in charge of EMS Disaster Preparedness and Response
- BEMS Multi-Agency Coordination Center (MACC): State EMS Command Center for managing EMS surge resources.
- Billeting Space- A place for individuals to lodge during a deployment.
- Bus/Transportation Triage: Brief triage conducted to determine if evacuees traveling by bus are capable of further transport to northern Louisiana shelters.
- Declared State of Emergency: A declaration by the Governor of Louisiana that an emergency situation exists and that activates certain emergency measures
- DHH: Department of Health and Hospitals
- DHH EOC: DHH Emergency Operations Center, also known as the Center for Community Preparedness.
- DRC: Designated Regional Coordinator
- EMS DRC: BEMS Emergency Medical Services Designated Regional Coordinators (EMS DRC) are regional volunteers that support emergency medical activities for each region. They are familiar with health care facilities in the region, potential threats (i.e. flooding), alternate resources and emergency management processes and procedures.
- EMT or Emergency Medical Technician: An individual who has successfully completed an accredited emergency medical technician training program approved by a state EMS regulatory agency and currently holds an unencumbered, active certification with the National Registry of Emergency Medical Technicians (NREMT) and is currently licensed with BEMS. The levels of EMT are: (1) Emergency Medical Technician; (2) Advanced EMT; and (3) Paramedic.
- ESF-8 or Emergency Support Function 8, Public Health and Medical Services: Provides public health and sanitation, emergency medical and hospital services, crisis counseling and mental health services to disaster victims and workers, and supplements and supports disrupted or overburdened local medical personnel. In addition, ESF-8 provides coordination of the State's Catastrophic Mass Fatality Plan which may be enacted during a state declaration.
- Event: Refers to a local disaster or emergency declared by a parish president in accordance with La.R.S. 29:727; a disaster or emergency declared by executive order or proclamation of the governor in accordance with La.R.S. 29:724; or a state of public health emergency declared by executive order or proclamation of the governor in accordance with La.R.S. 29:766.
- GOHSEP: Governor's Office of Homeland Security & Emergency Preparedness

- H-Hour: The specific time an event or incident is to begin. With respect to hurricanes, it is the time at which sustained tropical storm force winds are expected to hit the coast of Louisiana.
- HSEEP: Homeland Security Exercise and Evaluation Program
- Incident Command System (ICS): The system to conduct incident operations mandated by the federal government through the National Incident Management System
- Incident Management Team (IMT): Team structured to facilitate the management of an incident
- Medical Institutional Evacuation Plan (MIEP): MIEP is the back-up plan for medical facility's failed evacuation plan and may include but is not limited to hospitals and nursing homes.
- Mobilized Resource: A resource (ambulance, supervisor unit) that is 'on duty' and available for an immediate assignment. Resources assigned by BEMS to base camp, a staging area, or on stand-by are considered to be on duty.
- MSNS: A State Medical Special Needs Shelter established and managed by the state
- Must: Denotes a mandatory requirement
- National Incident Management System (NIMS): Federally mandated system for incident management.
- On Duty: Indicates an EMS resource is equipped, staffed, stocked, and properly checked in through the Louisiana Bureau of EMS. Resource must be available for assignment.
- Operational Period: The period of time as determined by DHH BEMS in which a crew is considered on duty.
- Original: Denotes must be signed in ink
- Paramedic: See EMT/Emergency Medical Technician definition
- Point of Dispensing (POD): Location set up to distribute medications or supplies during a public health emergency
- Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
- Resources: Items from other sources which include but are not limited to personnel, ambulances, para-transit vehicles/equipment, and any other items or equipment temporarily made available to the State during a declared emergency.
- Shall: Denotes a mandatory requirement
- Should, May, Can, Preferred: Denotes a preference, but not a mandatory requirement
- Southeastern Contraflow: Reversal of highway traffic lanes which are normally configured for travel in one direction to facilitate evacuation such as during an evacuation out of the New Orleans Metropolitan area.
- State Health Officer: The State Health Officer is appointed by the Secretary of the Department of Health and Hospitals in accordance with Title 40 of the Louisiana Revised Statutes. The current State Health Officer is Dr. Jimmy Guidry. As used in this RFP, State Health Officer means the State Health Officer or his/her designee.
- United States Fire Academy (USFA): Federal agency that creates and provides NIMS training
- Will: Denotes a mandatory requirement

# I. GENERAL INFORMATION

## A. Background

1. The mission of the 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.

2. DHH is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, the 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. Within DHH, the Louisiana Bureau of Emergency Medical Services (BEMS) plays a vital role in the State of Louisiana's preparation for and response to disasters. BEMS is directly accountable to DHH's Office of Public Health. During a declared emergency, DHH is the lead state agency for Emergency Support Function 8 (ESF- 8), Public Health and Medical Services. During a declared emergency BEMS, as part of ESF-8, is responsible for the management and coordination of specialized transportation, such as ground and air ambulances, used to move patients to and from a variety of locations. BEMS is responsible for coordinating State assets and other resources to be provided under this contract award.

5. During a declared all-hazards emergency, BEMS is responsible for the coordination of medical emergency transportation assets and resources. Examples of such requests include but are not limited to the following:
   - Local EMS/911 support
   - Hospital and nursing home evacuation support
   - Home health and homebound evacuations support
   - EMS support at Critical Transportation Needs Shelters and Medical Special Needs Shelters
   - Special population evacuations (Examples…Neonates & Critical Care Patients, etc. support)
   - Search and Rescue support
   - Support to all other ESFs

## B. Purpose of RFP

The purpose of this RFP is to solicit a proposal from proposer(s) that will provide in-state EMS resources to the DHH Bureau of EMS during a declared state of emergency. The successful proposer will support the BEMS in the provision of the following deliverables:

- In-state ALS and BLS Ambulances
- In-state EMTs and Paramedics
- In-state Management Personnel

A contingency contract is necessary to assist DHH BEMS to effectively respond to declared emergencies and serve the needs of Louisiana citizens. The contract awarded as a result of this RFP will be in effect on a contingency basis and shall only be activated at the direction of DHH BEMS during a declared emergency.

### C. Invitation to Propose

The DHH Bureau of Emergency Medical Services is inviting qualified vendors(s) to submit one (1) proposal to provide in-state EMS resources in support of BEMS emergency operations.

### D. 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://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm
May also be posted at:
http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47

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

## II. ADMINISTRATIVE INFORMATION

### A. RFP Coordinator

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

   **Donnie Woodyard Jr.**
   **Department of Health and Hospitals**
   **Office of Public Health, Bureau of EMS**
   **PO Box 3073**
   **Baton Rouge, LA 70821**
   **Email: Donnie.Woodyardjr@la.gov**
   **Fax: (225)925-3832**

2. ***All communications relating to this RFP must be directed to the DHH RFP Coordinator person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.***

3. This RFP is available in pdf at the following web links:
   http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm
   http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47

### B. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:

   http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm
   May also be posted at:
   http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47

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

## C. Pre-Proposal Conference

1. A non-mandatory pre-proposal conference will be held on the date and time listed on the Schedule of Events at the following location:

   Louisiana Department of Health and Hospitals
   Bienville Building
   628 N. 4th Street
   Baton Rouge, LA 70802
   Room #372

   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.

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

## D. Schedule of Events

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

| Schedule of Events | |
|---|---|
| Public Notice of RFP | April 1, 2016 |
| Non-Mandatory Pre-Proposal Conference | April 7, 2016, 2:30 PM-3:30 PM CDT |
| Deadline for Receipt of Written Questions | April 12, 2016 |
| Response to Written Questions | April 19, 2016 |
| Deadline for Receipt of Written Proposals | April 29, 2016, 4:00 PM CDT |
| Contract Award Announced | May 13, 2016 |
| Contract Begins | June 1, 2016 |

## III. SCOPE OF WORK

### A. Project Overview

On a contingency basis, the Contractor will provide support to the Louisiana Bureau of Emergency Medical Services (BEMS) during a declared State of Emergency and upon activation by the BEMS Director or designee. The Contractor will assist BEMS at the direction of the DHH BEMS. The Contractor will be sole the point of contact and will be responsible for the overall management of their supplied resources. The Contractor will serve as the primary instate provider of EMS disaster response resources which includes the provision of ambulances for shelter operations and local surge requests.

Upon activation, the BEMS Director, or his designee, will notify the Contractor via written communication to activate the contingency contract. The Contractor will provide staffing and operational support to BEMS during a declared emergency:

A. Contract will activate upon written notification of the DHH BEMS Director or his designee.
B. Once activated, Contractor will remain in an active status until officially notified by the DHH BEMS Director or his designee via written notification.
C. Upon activation, the contractor's resources must be at the designated site locations no later than the following time frames. 25% of requested resources should arrive within 6 hours, 50% of the requested resources should arrive within 12 hours, and 100% of the requested resources must arrive within 24 hours.
D. Contract functions are 24 hours per day, 7 days a week, (24/7) in 12-hour operational periods unless otherwise specified by the BEMS Director. For each ambulance provided, **two (2) personnel (meeting the requirements below) must be supplied per operational period**.
E. Contractor's key personnel assigned to the contract may not be replaced without the written consent of the BEMS Director provided an equally qualified replacement is offered. Key personnel for these purposes should be identified in the proposal.
F. Contractor will be responsible for paying their personnel and calculating their reimbursable wages.
G. All operational data collected, processed, and reported by the Contractor becomes the property of DHH within thirty days (30) days of the conclusion of the event. The Contractor will share, without hesitation, any and all data with designated ESF-8 representatives during the event.
H. Any patient care reports and response related data collected by the Contractor in the course of its activities under the contract will become the property of DHH.
I. All patient care reports and staff ICS 214 forms must be completed and submitted to the appropriate supervisor at the conclusion of every operational period.
J. All other reporting requirements must be completed before the end of the contract period.
K. For all contract personnel, relevant and current certifications and licenses must be submitted to the BEMS Director or his designee prior to activation.
L. All logs and reports are subject to the review of the BEMS Director for purposes of reimbursement and accountability.
M. All contract personnel must complete and sign the operational roster for each operational period that they are active. Personnel will only be paid for hours that they are on-duty.
N. Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by Appendix B. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences.
O. The Department estimates the need for up to 650 ALS/BLS units during a declared statewide disaster. Bidders are to indicate on the pricing sheet, the number of units they will make available if the contract is activated. For every 5 ambulances provided, one (1) Strike Team Leader should be provided. (For example, if 30 ambulances are provided, 6 Strike Team Leaders should be provided). For every 5 Ambulance Strike Teams, one (1) Division/Group Supervisor should be provided.
P. Contract will be awarded to one Contractor meeting the proposal specifications/requirements.

Q. All proposers shall complete Attachment V and VI.
R. Only Emergency Management Assistance Compact agreements through the State of Louisiana will be utilized for the use of non-Louisiana licensed ambulances. In state providers may not utilize ambulances that are not licensed by the Department prior to the event for the purpose of fulfilling this contract.
S. All indirect cost and management fees shall be specified as a percentage of the direct cost per deliverable in the Cost Template (Attachment V). Example:

| | | |
|---|---|---|
| TOTAL DIRECT COST PER DAY (Actual Direct Cost) | (a) | **$1000** |
| Indirect Cost and Management Fee Percent | (a) x **5%**= (b) | **$50** |
| TOTAL COST PER DAY | Sum of (a)+(b) | **$1050** |

**B. Deliverables**

Proposers must be able to provide all deliverable. Omission of a deliverable will result in the disqualification of the proposal.

**Deliverable A: The Contractor shall provide ALS ambulances.**

Staffing Qualifications:
ALS ambulances must be staffed with a minimum of one Louisiana licensed EMT and one Louisiana licensed Paramedic per operational period.

Unit Availability:
All contracted ALS ambulances should be available and in-service for 24 hours a day, seven days a week, up to 7 days. If the duration of the event exceeds 7 days, the State may enter into negotiations with the contractor to extend the length of the commitment at the previously established price.

Number of Potential Responding Units:
At the onset of an event, the Contractor will be contacted by the BEMS Director or designee to identify the number of available units and submit a list of available units and associated staff electronically with data elements as prescribed by BEMS. Should units be identified as available for less than a seven-day period or for less than 24-hours per day, DHH reserves the right to contract for these units at the unit price stated.

Requirements:
- Units shall be Louisiana licensed, permitted and certified ALS ambulances in accordance with La.R.S. 40:1131 et seq.
- Units should have sufficient staffing to ensure 24-hour, continuous operations.
- Medical personnel shall not be assigned to more than one operational period per day, or exceed 16 hours of actual on-duty status time per each 24-hour period.
- Upon arrival at the state Ambulance Processing Site, ambulances shall be fully stocked and supplied by the Contractor, so as to be self-sustaining.
- Resources such as medical supplies utilized and expended on patients, fuel, and food shall be provided by the Contractor unless they are not commercially available as verified by local resources.
    - If not commercially available, the State will assist the Contractor in securing needed resources such as medical supplies expended on patients, fuel, and food. The State reserves the right to bill appropriately for provided resources.
    - If needed resources are provided by the State, the Contractor must complete the appropriate supply request form as prescribed by the State.
- Billeting space will be provided to the ALS crews by DHH. Contractors must still supply their own bedding and cot as lodging facilities will vary.

- Ambulances must have a common radio communications system (the State of Louisiana 700 MHZ interoperable radio system) that will have 24/7 contact with the BEMS Multi-Agency Coordination Center (BEMS MACC). All radio equipment must comply with the Statewide BEMS Communications Plan.

Medical Control:
All ambulances and their personnel shall follow their sending agency's protocols. If on-line medical control is needed, personnel shall contact the receiving facility.

Participating Ambulances from Affected Areas:
In-state ALS ambulances and/or personnel shall not be pulled from the locally affected area. A locally affected area is defined as a Parish or group of Parishes that are evacuating, under the threat of an evacuation, or under a local disaster declaration. Clarification should be sought from the BEMS Director, or designee.

Maintaining Coverage of Operational Area:
When entering into a subcontract with a local EMS provider, the contractor must ensure that the provider maintains its "Daily Operational Base" within its operational area. "Daily Operational Base" is defined as the number of licensed ambulances assigned to cover the provider's daily operations. For example, if a provider has 10 licensed ambulances and 3 are on duty at any time, the provider must maintain 3 ambulances on duty to support normal, at-home operations. If the daily operational base ambulance mix is 1 ALS and 2 BLS then that ratio must be maintained. Using the example above, the provider has 7 ambulances available to assign to this contract.

Disclosure of Contractual Obligations of Participating Providers:
The contractor must disclose to DHH BEMS the other contractual obligations that its subcontracted EMS Providers have entered into to provide their ambulances and/or staff. These contracts include but are not limited to those with: Nursing Homes, Home Health Facilities, Hospitals or other contracted providers within Louisiana or out of state.

Direction:
The ambulances will be utilized by BEMS. All ambulance missions will be assigned and tracked through the DHH designated system(s).

****Any time associated with a mission that was not assigned and documented within the DHH designated system will not be compensated**.

Needed Units:
BEMS will notify the contractor regarding the number of units needed.

Response Time:
Upon activation, the contractor's resources must be at the designated site locations no later than the following time frames. 25% of requested resources should arrive within 6 hours, 50% of the requested resources should arrive within 12 hours, and 100% of the requested resources must arrive within 24 hours.

Payment:
- At the end of each operational period, the Contractor's staff will submit to their supervisors:
  - Summary of reports for asset/resource utilization and mission assignments via the ICS 214.
  - The operational personnel roster for all contract personnel. Actual travel time (this will comprise the hourly overall cost per unit including salary for the additional crew) will be reimbursed. Documentation must be provided to the check-in unit leader upon arrival at the Ambulance Processing Site.

- The contractor will only be paid for Mobilized Resources. (Personnel not assigned to a resource shall not be compensated for time not on duty or assigned to a Mobilized Resource.).
- The overall cost per unit per hour should include the ambulance use fee (this includes depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation as per the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq.), personnel salary, food, and supplies.
    - The ambulance use fee should not exceed the FEMA equipment rate schedule. https://www.fema.gov/schedule-equipment-rates
    - Food should not exceed the Louisiana Tier III Meal Allowance as set within the State of Louisiana Travel Guide http://www.doa.la.gov/Pages/osp/travel/travelpolicy.aspx
    - In addition to the Direct cost per day, the Contractor will be reimbursed for medical supplies utilized based upon the Louisiana Medicaid Fee Schedule. Contractor will be reimbursed per ALS transport at the published fee determined by the originating region. Properly documented treat and release patients will be reimbursed up to the ALS disposable supply rate. http://www.lamedicaid.com/provweb1/fee_schedules/Ambulance_Fee_Schedule_2014.pdf
- Payment will be withheld for ambulances not completing the demobilization process as required.

Reporting Locations:
Ambulances should report to the designated state operated processing sites. Primary processing sites are subject to activation. The processing sites are located at:

- Lamar-Dixon Expo Center, 9039 S Saint Landry Ave, Gonzales, LA 70737-8044; or
- Any other location designated by the Department of Health and Hospitals.

Upon activation, Contractor will be notified as to where contracted ambulances should report for processing.

Reporting:
The Contractor's personnel shall provide a summary report of their missions to their Ambulance Strike Team Leader for each operational period as prescribed by BEMS. Personnel shall use the ICS 214 form to document their daily operations. DHH reserves the right to institute further documentation requirements as deemed necessary.

Communication Equipment:
The Contractor is responsible for furnishing communication equipment (i.e. properly programmed 700 MHz radios) to their ambulance personnel/crews.

It will be the responsibility of the Contractor to ensure that all responding surge ambulance staff members have received the necessary orientation and training needed to properly operate said equipment.

Cost:
Provide hourly rate of contracted ALS ambulances in Attachment V in accordance with the above requirements.

- ALS ambulance must be fully equipped and staffed in accordance with La.R.S. 40:1131 et seq.
    - In order to be compensated for 24 hours, staffing will require four (4) total personnel so that ambulance operations can continue for 24 hour periods.
    - Contractor must ensure that the ambulance is staffed with 2 personnel per 12 hour operational period.
    - Personnel shall not exceed 16 hours on duty in any 24 hour time period and are required to have at least 8 hours of off duty time between shifts.
- Upon arrival at the state operated processing site, ambulances shall be fully stocked and supplied by the Contractor, so as to be self-sustaining.

- The State will assist the Contractor in securing needed resources such as medical supplies expended on patients, fuel, food, and lodging when requested. The State reserves the right to bill appropriately for provided resources.
    - If needed resources are provided by the State, the Contractor must complete the appropriate supply request form as prescribed by the State.

Demobilization:
Ambulances shall report to a designated demobilization center upon request of the BEMS Director or designee. Payment will be withheld for ambulances not completing demobilization.

Performance Measures for contracted ALS ambulances:

1. For each operational period, the Contractor's personnel must submit summary reports for assets/resource utilization and mission assignments.
2. BEMS shall provide Contractor with a template of all required forms.
3. BEMS will provide pre-event and just in time training to the Contractor personnel on all forms and/or equipment supplied by BEMS. It will be the responsibility of the Contractor to ensure that all responding surge ambulance staff members have received the necessary orientation and training needed to properly utilize all forms and equipment.

Monitoring Plan for Contracted ALS Ambulances:

- The Contractor's staff will provide their direct supervisors with a copy of the summary report for asset/resource utilization and mission assignments via the ICS 214 each operational period.
- The BEMS Documentation Unit Leader will review and maintain a copy of all summary reports submitted.

**Deliverable B: The Contractor shall provide contracted BLS ambulances.**

Staffing Qualifications:
BLS ambulances must be staffed with a minimum of one Louisiana licensed Emergency Medical Responder and one licensed Louisiana EMT.

Unit Availability:
All contracted BLS ambulances are to be available and in-service for 24 hours a day, seven days a week, up to 7 days. If the duration of the event exceeds 7 days, the State may enter into negotiations with the contractor to extend the length of the commitment at the previously established price.

Number of Potential Responding Units:
At the onset of an event, the Contractor will be contacted by the BEMS Director or designee to identify available units and submit a list of available units and associated staff electronically with data elements as prescribed by BEMS. Should units be identified as available for less than a seven day period, DHH reserves the right to contract for these units at the unit price stated.

Requirements:

- Units shall be Louisiana licensed, permitted and certified BLS ambulances in accordance with La.R.S. 40:1131 et seq.
- Units should have sufficient staffing to ensure 24-hour, continuous operations.
- Medical personnel shall not be assigned to more than one operational period per day, or exceed 16 hours of actual on-duty status time per each 24-hour period.
- Upon arrival at the state Ambulance Processing Site processing site, ambulances shall be fully stocked and supplied by the Contractor, so as to be self-sustaining.
- Resources such as medical supplies utilized and expended on patients, fuel, and food shall be provided by the Contractor unless they are not commercially available as verified by local resources.

    - If not commercially available, the State will assist the Contractor in securing needed resources such as medical supplies expended on patients, fuel, and food. The State reserves the right to bill appropriately for provided resources.
    - If needed resources are provided by the State, the Contractor must complete the appropriate supply request form as prescribed by the State.
- Billeting space will be provided to the BLS crews by DHH. Contractors must still supply their own bedding and cot as lodging facilities will vary.
- Ambulances must have a common radio communications system (the State of Louisiana 700 MHZ interoperable radio system) that will have 24/7 contact with the BEMS Multi-Agency Coordination Center (BEMS MACC). All radio equipment must comply with the Statewide BEMS Communications Plan.

Medical Control:
All ambulances and their personnel shall follow their sending agency's protocols. If on-line medical control is needed, personnel shall contact the receiving facility.

Participating Ambulances from Affected Areas:
In-state BLS ambulances and/or personnel shall not be pulled from the locally affected area. A locally affected area is defined as a Parish or group of Parishes that are evacuating, under the threat of an evacuation, or under a local disaster declaration. Clarification should be sought from the BEMS Director, or designee.

Maintaining Coverage of Operational Area:
When entering into a subcontract with a local EMS provider, the contractor must ensure that the provider maintains its "Daily Operational Base" within its operational area. "Daily Operational Base" is defined as the number of licensed ambulances assigned to cover the provider's daily operations. For example, if a provider has 10 licensed ambulances and 3 are on duty at any time, the provider must maintain 3 ambulances on duty to support normal, at-home operations. If the daily operational base ambulance mix is 1 ALS and 2 BLS then that ratio must be maintained. Using the example above, the provider has 7 ambulances available to assign to this contract.

Disclosure of Contractual Obligations of Participating Providers:
The contractor must disclose to DHH BEMS the other contractual obligations that its subcontracted EMS Providers have entered into to provide their ambulances and/or staff. These contracts include but are not limited to those with: Nursing Homes, Home Health Facilities, Hospitals or other contracted providers within Louisiana or out of state.

Direction:
The ambulances will be utilized by BEMS. All ambulance missions will be assigned and tracked through the DHH designated system(s).

> ****Any time associated with a mission that was not assigned and documented within the DHH designated system will not be compensated**.

Needed Units:
BEMS will notify the contractor regarding the number of units needed.

Response Time:
Upon activation, the contractor's resources must be at the designated site locations no later than the following time frames. 25% of requested resources should arrive within 6 hours, 50% of the requested resources should arrive within 12 hours, and 100% of the requested resources must arrive within 24 hours.

Payment:

- At the end of each operational period, the Contractor's staff will submit to their supervisors:
    - Summary of reports for asset/resource utilization and mission assignments via the ICS 214.
    - The operational personnel roster for all contract personnel. Actual travel time (this will comprise the hourly overall cost per unit including salary for the additional crew) will be reimbursed. Documentation must be provided to the check-in unit leader upon arrival at the Ambulance Processing Site.
- The contractor will only be paid for Mobilized Resources. (Personnel not assigned to a resource shall not be compensated for time not on duty or assigned to a Mobilized Resource.).
- The overall cost per unit per hour should include the ambulance use fee (this includes depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation as per the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq.), personnel salary, food, and supplies.
    - The ambulance use fee should not exceed the FEMA equipment rate schedule https://www.fema.gov/schedule-equipment-rates
    - Food should not exceed the Louisiana Tier III Meal Allowance as set within the State of Louisiana Travel Guide http://www.doa.la.gov/Pages/osp/travel/travelpolicy.aspx
    - In addition to the Direct cost per day, the Contractor will be reimbursed for medical supplies utilized based upon the Louisiana Medicaid Fee Schedule. Contractor will be reimbursed per BLS transport at the published fee determined by the originating region. Properly documented treat and release patients will be reimbursed up to the BLS disposable supply rate. http://www.lamedicaid.com/provweb1/fee_schedules/Ambulance_Fee_Schedule_2014.pdf
- Payment will be withheld for ambulances not completing the demobilization process as required.

Reporting Locations:
Ambulances should report to the designated state operated processing sites. Primary processing sites are subject to activation. The processing sites are located at:

- Lamar-Dixon Expo Center, 9039 S Saint Landry Ave, Gonzales, LA 70737-8044; or
- Any other location designated by the Department of Health and Hospitals.

Upon activation, Contractor will be notified as to where contracted ambulances should report for processing.

Reporting:
The Contractor's personnel shall provide a summary report of their missions to their Ambulance Strike Team Leader for each operational period as prescribed by BEMS. Personnel shall use the ICS 214 form to document their daily operations. DHH reserves the right to institute further documentation requirements as deemed necessary.

Communication Equipment:
The Contractor is responsible for furnishing communication equipment (i.e. properly programmed 700 MHz radios) to their ambulance personnel/crews.

It will be the responsibility of the Contractor to ensure that all responding surge ambulance staff members have received the necessary orientation and training needed to properly operate said equipment.

Cost:
Provide hourly rate of contracted BLS ambulances in Attachment V in accordance with the above requirements.

- BLS ambulance must be fully equipped and staffed in accordance with La.R.S. 40:1131 et seq.
    - In order to be compensated for 24 hours, staffing will require four (4) total personnel so that ambulance operations can continue for 24 hour periods.

    - Contractor must ensure that the ambulance is staffed with 2 personnel per 12 hour operational period.
    - Personnel shall not exceed 16 hours on duty in any 24 hour time period and are required to have at least 8 hours of off duty time between shifts.
- Upon arrival at the state operated processing site, ambulances shall be fully stocked and supplied by the Contractor, so as to be self-sustaining.
- The State will assist the Contractor in securing needed resources such as medical supplies expended on patients, fuel, food, and lodging when requested. The State reserves the right to bill appropriately for provided resources.
    - If needed resources are provided by the State, the Contractor must complete the appropriate supply request form as prescribed by the State.

Demobilization:
Ambulances shall report to a designated demobilization center upon request of the BEMS Director or designee. Payment will be withheld for ambulances not completing demobilization.

Performance Measures for contracted BLS ambulances:

1. For each operational period, the Contractor's personnel must submit summary reports for assets/resource utilization and mission assignments.
2. BEMS shall provide Contractor with a template of all required forms.
3. BEMS will provide pre-event and just in time training to the Contractor personnel on all forms and/or equipment supplied by BEMS. It will be the responsibility of the Contractor to ensure that all responding surge ambulance staff members have received the necessary orientation and training needed to properly utilize all forms and equipment.

Monitoring Plan for Contracted BLS Ambulances:

- The Contractor's staff -shall provide their direct supervisors with a copy of the summary report for asset/resource utilization and mission assignments via the ICS 214 each operational period.
- The BEMS Documentation Unit Leader will review and maintain a copy of all summary reports submitted.

**Deliverable C: Management of ALS and BLS Ambulances**

Contractor goal:
The Contractor shall support BEMS in the coordination, deployment and monitoring of contracted ground ambulances.

Staffing and Resources:
The Contractor shall provide Ambulance Strike Team Leader(s) and Division/Group Supervisor(s) for each operational period to provide oversight and ongoing management of ambulances made available through this contract.

For every 5 ambulances, the Contractor should provide one (1) Strike Team Leader. For every 5 Ambulance Strike Teams, the Contractor should provide one (1) Division/Group Supervisor. Contractor should provide management personnel based upon the total number of ambulances they provide. Strike Team Leaders and Division/Group Supervisors may be requested independently of transportation assets. Proposer shall estimate the minimum and maximum number of these independent resources separately from those tied to transportation assets in Attachment V.

The Ambulance Strike Team Leaders and Division/Group Supervisors must arrive at the Ambulance Processing Site within 12 hours and 6 hours respectively of activation. They must be response ready for the duration of the event or until officially notified to demobilize by the BEMS Director or his designee.

## I. The Ambulance Strike Team Leader(s):

- Reports to their Ambulance Group Supervisor as per NIMS Incident Command Structure.
- Provides support and management of surge contracted assets/resources provided under this contract:
  - ALS and BLS Ambulances
  - Responding Support Personnel (All units should be staffed to operate 24/7).
- Serves as a liaison between their strike teams and the Division/Group Supervisor.
- Provides copies of operational forms to the Ambulance Strike Teams.
- Works with the Division/Group Supervisor to maximize efficiency by monitoring units (on assignment, available for use, or out of service) and providing assistance as needed.
- Monitors mission requests and aligns needed resources to support on-going planning needs.

- Mandatory Qualifications of the Ambulance Strike Team Leader(s) -
  - The Ambulance Strike Team Leader shall be a Louisiana licensed EMT, Advanced EMT, or Paramedic
  - NIMS Training ICS 100, 200, 300, 700, 800Operational Proficiency in ICS/NIMS
  - Have working knowledge of Emergency Medical Services dispatching

- Preferred Qualifications of the Ambulance Strike Team Leader(s)
  - NIMS training in ICS 400
  - 2 years' experience in EMS operations
  - Successfully completed Position Specific Training through the Ambulance Strike Team Leader Course

- Logistics for Ambulance Strike Team Leader(s):
  - Communication equipment (i.e. 700 MHz radio, computer, and telephone) must be provided by the contractor. All radio equipment must comply with the Statewide BEMS Communications Plan. Any contractor specific equipment must be provided by the Contractor (i.e. special use electronics and programs).
  - The Contractor shall be responsible for providing their own meals.
  - The contractor shall be responsible for providing transportation for staff. Every Ambulance Strike Team Leader shall have use of a vehicle during operations.
  - Lodging will be provided to the Ambulance Strike Team Leader(s) by DHH. Contractor shall supply their own bedding and cot as lodging facilities will vary.
  - The cost of meals shall be included in the cost of operation submitted in the cost proposal.

- Performance Measures for Ambulance Strike Team Leader(s):
  - Contractor shall meet with their Division/Group Supervisor(s) every operational period to provide updates and situational reports.
  - Minimum frequency of at least once per operational period.
  - For each operational period, the Ambulance Strike Team Leader(s) shall submit:
    - Summary of reports for asset/resource utilization and mission assignments via an ICS 214 form.
      - All individual and crew reports must be collected and submitted by the Ambulance Strike Team Leader to their respective Division/Group Supervisor

- ❖ Ambulance Strike Team Leaders are responsible for ensuring completeness and consistency of all reports prior to submission.
- The operational roster for all personnel under the supervision of the Ambulance Strike Team Leader.

- Monitoring Plan for Ambulance Strike Team Leader(s):
  - The Division/Group Supervisor(s) shall hold at least one status meeting each operational shift with the Ambulance Strike Team Leader(s).
  - The Division/Group Supervisor(s) shall review and monitor the Operational Personnel Roster, including hours worked and services provided for payment.

The BEMS MACC Documentation Unit Leader shall review and maintain a copy of all logs and reports provided by the Operations Section Chief and distribute them as directed.

## II. <u>The Division/Group Supervisor(s):</u>

- Reports to their Ambulance Branch Director as per NIMS Incident Command Structure.
- Provides support and management of surge contracted assets/resources via this contract including:
  - ALS and BLS Ambulances
  - Responding Support Personnel (All units should be staffed to operate 24/7).
- Serves as a liaison between their Ambulance Strike Team Leaders and the Ambulance Branch Director.
- Provides copies of operational forms to the Ambulance Strike Team Leaders.
- Works with the Ambulance Branch Director to maximize efficiency by monitoring units (on assignment, available for use, or out of service) and providing assistance as needed.
- Monitors mission requests and aligns needed resources to support on-going planning needs.

- Mandatory Qualifications of the Division/Group Supervisor(s)

  - The Division/Group Supervisor(s) shall be Louisiana licensed EMT, Advanced EMT, or Paramedic and have a minimum of 5 years' experience as an EMT, Advanced EMT, or Paramedic and 2 years' experience in ambulance operations.
  - NIMS Training ICS 100, 200, 300, 700, 800Operational Proficiency in ICS/NIMS
  - Working knowledge of Emergency Medical Services dispatching

- Preferred Qualifications of the Division/Group Supervisor(s)
  - NIMS training in ICS 400
  - Position specific course for Division/Group Supervisor
  - Successfully completed Position Specific Training through the Ambulance Strike Team Leader Course

- Logistics for Division/Group Supervisor(s):
  - Communication equipment (i.e. 700 MHz radio, computer, and telephone) must be provided by the contractor. All radio equipment must comply with the Statewide BEMS Communications Plan. Any contractor specific equipment must be provided by the Contractor (i.e. special use electronics and programs).
  - The Contractor shall be responsible for providing their own meals.

- The Contractor shall be responsible for providing transportation for staff. Every Division/Group Supervisor shall have use of a vehicle during operations.
- Lodging will be provided to the Division/Group Supervisor(s) by DHH. Contractors must still supply their own bedding and cot as lodging facilities will vary.
- The cost of meals shall be included in the cost of operation submitted in the cost proposal.

- Performance Measures for Division/Group Supervisor(s):
  - Contractor -shall meet with their Ambulance Branch Director every operational period to provide updates and situational reports.
  - Minimum frequency of at least once per operational period.
  - For each operational period, the Division/Group Supervisor(s) will submit:
    - Summary of reports for asset/resource utilization and mission assignments via an ICS 214 form.
      - All individual and crew reports must be collected and submitted by the Division/Group Supervisor to their respective Branch Director
      - Division/Group Supervisors are responsible for ensuring completeness and consistency of all reports prior to submission.
    - The operational roster for all personnel under the supervision of the Division/Group Supervisor.

- Monitoring Plan for Division/Group Supervisor(s):
  - The Ambulance Branch Director shall hold at least one status meeting each operational shift with the Division/Group Supervisors.
  - The Ambulance Branch Director shall review and monitor the Operational Personnel Roster, including hours worked and services provided for payment.

The BEMS MACC Documentation Unit Leader shall review and maintain a copy of all logs and reports provided by the Operations Section Chief and distribute them as directed.

**Deliverable D: Supplemental Licensed EMS Personnel**

Contractor goal:
The Contractor will support BEMS in the deployment and monitoring of contracted EMTs and Paramedics.

Staffing and Resources:
The Contractor shall provide Louisiana Licensed EMTs and Paramedics for each operational period. They will serve as a pool of single resources to perform treatment and triage, within their respective scopes of practice, at sites to be determined by BEMS.

**EMTs and Paramedics:**

- Reports to the Personnel Pool Group Supervisor as per NIMS Incident Command Structure.
- Provides support to the mission to which they are assigned.
  - Although specific missions will vary based on the needs of BEMS, typical missions may include:
    - Provision of medical support services to disaster impacted EMS services, shelters, or hospitals.
    - Patient Triage

        - Staffing First Aid Stations
        - Medical stand-by

- Mandatory Qualifications for EMTs:
    - EMTs shall be Louisiana Licensed EMTs
    - Current CPR certification
    - Individuals shall have a minimum of 2 years' experience as an EMT
    - NIMS Training ICS 100, 200, 700, 800
    - Operational Proficiency in ICS/NIMS

- Preferred Qualifications for EMTs
    - NIMS training in ICS 300 and 400
    - Position Specific Training through the Ambulance Strike Team Leader Course

- Mandatory Qualifications for Paramedics:
    - Paramedics shall be Louisiana Licensed Paramedics.
    - Individuals shall have a minimum of 2 years' experience as a Paramedic.
    - Current CPR and ACLS certification.
    - NIMS Training ICS 100, 200, 700, 800
    - Operational Proficiency in ICS/NIMS

- Preferred Qualifications for Paramedics
    - PALS certification
    - NIMS training in ICS 300 and 400
    - Position Specific Training through the Ambulance Strike Team Leader Course

- Logistics for EMTs and Paramedics:
    - Each single resource must have a mobile telephone provided by the contractor. Any contractor specific equipment must be provided by the Contractor (i.e. special use electronics and programs).
    - BEMS shall provide all required medical equipment or supplies.
    - EMTs and Paramedics shall wear dark blue duty EMS tactical-style pants, a blue uniform shirt or blue polo-style shirt, and black work shoes on duty.
    - The Contractor shall be responsible for providing meals to EMT and Paramedic pool staff.
    - The Contractor shall be responsible for ensuring transportation for staff. Contractor may be reimbursed for travel in accordance with the current Louisiana travel policy PPM 49. http://www.doa.la.gov/Pages/osp/travel/travelpolicy.aspx
    - Billeting space will be provided to staff by DHH. Contractors must still supply their own bedding and cot as lodging facilities will vary.
    - The cost of meals shall be included in the cost of operation submitted in the cost proposal.

- Performance Measures for EMTs and Paramedics:
    - EMT and Paramedic pool staff shall meet with the Personnel Pool Group Supervisor every operational period to provide updates and situational reports.
    - Minimum frequency of at least once per operational period.
    - For each operational period, the EMTs and Paramedics will submit:
        - Operational activity logs and mission assignments via an ICS 214 form.
            - All individual 214s shall be submitted at the end of each operational period to the Personnel Pool Group Supervisor.

- Monitoring Plan for EMTs and Paramedics:
    - The Personnel Pool Group Supervisor will hold at least one status meeting each operational shift with the EMTs and Paramedics.
    - The Personnel Pool Group Supervisor will review and monitor the Operational Personnel Roster, including hours worked and services provided for payment.

**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. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, DHH may reassert the assessment of liquidated damages, even following contract termination.
    a. Late submission of any required report - $50 per working day, per report.
    b. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - $100 per client.
    c. Late submission of invoices beginning 10 business days after the stated due date - $50 per working day per resource invoiced.
    d. Failure to provide required assets or personnel- $1500 per working day from 2nd day of vacancy until filled with the required asset and/or personnel approved by the Department.
    e. Failure of personnel to have the required qualifications or training- $1000 per working day until filled with personnel possessing the required qualifications or training and as approved by the Department.
    f. Failure to comply with required response times- $25 per 15 minutes past the required arrival time.

2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
    a. The duration of the violation;
    b. Whether the violation (or one that is substantially similar) has previously occurred;
    c. The Contractor's history of compliance;
    d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
    e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

**D. Fraud and Abuse**

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

2. Such policies and procedures must be in accordance with state and federal regulations. 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**

1. The Contractor shall maintain computer hardware and software compatible with current DHH requirements which are as follows:

- The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to DHH on a regular schedule in XML format. Final determination of relevant data will be made by DHH based on collaboration between both parties. The schedule for transmission of the data will be established by DHH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- The contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- The contractor shall adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- Unless explicitly stated to the contrary, the contractor is responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor is also responsible for expenses required for DHH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)
- Any contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All contractor utilized computers and devices must:
  - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
  - Have installed all security patches which are relevant to the applicable operating system and any other system software.
  - Have encryption protection enabled at the Operating System level.

2. The Contractor must maintain communications equipment and capabilities as specified in the Technology Equipment List (Attachment VII).

**F. Subcontracting**

**1.** The prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, but shall acknowledge in their proposals total responsibility for the entire contract.

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

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

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

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

**G. Insurance Requirements**

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

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

2. Workers' Compensation Insurance
   Before any work is commenced, the Contractor 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.

3. 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 of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contactor 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.

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

5. Licensed and Non-Licensed Motor Vehicles
   The Contractor 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.

**H. Resources Available to Contractor**

DHH-BEMS 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.

**I. Contract Monitor**

All work performed by the contract will be monitored by the contract monitor or designee:

Elizabeth Fiato
EMS Disaster Preparedness & Response Program Manager
Department of Health and Hospitals
Bureau of EMS
628 N. 4th St, 3rd Floor
Baton Rouge, La 70802
Phone: 225-342-7759

**J. Term of Contract**

The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of this contract is 3 years. With all proper approvals and concurrence with the successful contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial 36 month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3 year term. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, and the contractor, and has been approved in writing by the director of the Office of State Procurement. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

**K. 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 the DHH Contract Monitor. Continuation of payment is dependent upon available funding.

# IV. 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. Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

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

## C. Code of Ethics

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

**2.** Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is

known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

**D. Rejection and Cancellation**

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject all proposals received in response to this solicitation;

2. Cancel this RFP; or

3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of Contractual Review.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); or Title 39, Chapter 17 (Louisiana Procurement Code).

**E. Contract Award and Execution**

**1.** The Secretary of DHH reserves the right to:
   - **a.** Make an award without presentations by proposers or further discussion of proposals received.
   - **b.** Enter into a contract without further discussion of the proposal submitted based on the initial offers received.
   - **c.** Contract for all or a partial list of services offered in the proposal.

**2.** The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

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

**4.** If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the final contract within 30 days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

**F. 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. All assignments must be approved of by the Department.

**G. Determination of Responsibility**

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

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

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

**H. Proposal and Contract Preparation Costs**

The proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of Contractual Review. The proposer shall not include these costs or any portion thereof in the proposed contract cost. The proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

**I. Errors and Omissions**

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

**J. Ownership of Proposal**

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this 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.

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

Department program manuals and pertinent Federal and State regulations, as well as other materials, are available for review upon request at the Bureau of Emergency Medical Services.

BEMS is located at 628 N. 4th St, Baton Rouge, LA 70802. Arrangements may be made by calling 225-342-7759 for access to materials. The Bureau will be open by appointment only during the hours of 9:00am to 4:00pm on Monday through Friday beginning the day after publication of the RFP and ending the day before proposal submission is due. No items or materials may be removed from the library, but BEMS 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. Any relevant RFP material will be posted at the following site:
http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm

**L. Proposal Submission**

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of

each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals 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 should submit one (1) electronic copy (cd or flash drive) of the entire proposal and six (6) hard copies of the proposal. Proposer should provide one electronic copy of the Redacted (cd or flash drive). 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 U.S. mail, courier or hand delivered to:

**If courier mail or hand delivered:**
Donnie Woodyard, Jr., Director
Department of Health and Hospitals
Bureau of Emergency Medical Services
628 N 4th Street, 3rd Floor
Baton Rouge, LA 70802

**If delivered via US Mail:**
Donnie Woodyard, Jr., Director
Department of Health and Hospitals
Bureau of Emergency Medical Services
PO Box 3073
Baton Rouge, LA 70821

**M. Proprietary and/or Confidential Information**

1. Pursuant to the Louisiana Public Records Act (La. R.S. 44:1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification, including protections sought for proprietary and/or trade secret information. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

**N. 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.

**O. Requested Proposal Outline:**

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

**P. Proposal Content**

1. Cover Letter

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

2. Table of Contents

   The proposal should be organized in the order contained herein.

3. Quality and Timeliness

   Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether 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. Work samples may be included as part of the proposal.

4. Assume Complete Responsibility

   Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

5. Approach and Methodology

   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 III.

6. 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 BEMS 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).

7. Work Plan/Project Execution

The proposer shall articulate an understanding of, and ability to effectively implement services as outlined within Section III of the RFP. In this section the proposer shall state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan, a schedule for implementation, and the Asset Availability Template (See Attachment VI). In particular, the proposer shall:

a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.

b. Provide a strategic overview including all elements to be provided.

c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.

d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.

e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.

f. Describe approach and strategy for project oversight and management.

g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.

h. Demonstrate an understanding of and ability to implement data collection as needed.

i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section III.

j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.

k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.

l. Identify all assumptions or constraints on tasks.

m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.

n. If the proposer intends to subcontract for portions of the work, 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.

p. Outline the minimum and maximum numbers of assets that will be available to fulfill the contract. (See Attachment VI.)

8. 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 projects implemented in at least the last 24 months. References shall include the name, email address and telephone number of each contact person.

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.

9. 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. Resumes of proposed personnel should include, but not be limited to:

- Experience with proposer,
- Previous experience in projects of similar scope and size.
- 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.

10. Additional Information

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

11. 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 considered.

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.

12. Cost and Pricing Analysis

**a.** Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. Attachment V and VI shall be included in the proposal.

Proposer must be able to provide all deliverables. Omission of a deliverable will result in the disqualification of the proposal.

**Q. Waiver of Administrative Informalities**

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

**R. Withdrawal of Proposal**

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

## VI. Evaluation and Selection

### A. Evaluation Criteria

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 Office of the Secretary, Division of Fiscal Management

3. Scoring will be based on a possible total of 100 points.

4. **Cost Evaluation**:
   a. For Evaluation Purposes:
   b. The proposer with the lowest total cost for all deliverables 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

   c. The assignment of the 25 points based on the above formula will be calculated by the RFP Coordinator or his designee.

5. **Hudson/Veteran Small Entrepreneurship Program**
   **a.** 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.

   **b. Proposer Status and Reserved Points:**
   Reserved points shall be added to the applicable proposers' evaluation score as follows:
   **i.** Proposer is a certified small entrepreneurship: Full amount of the reserved points
   **ii.** Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
   - The number of certified small entrepreneurships to be utilized
   - The experience and qualifications of the certified small entrepreneurship(s)
   - The anticipated earnings to accrue to the certified small entrepreneurship(s)

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

| **Evaluation Criteria** | **Assigned Weight** |
|---|---|
| Introduction/Understanding of RFP | 4 |
| Work Plan/Project Execution | 18 |
| Corporate Experience | 4 |
| Qualification of Personnel | 35 |
| Financial Statements | 4 |
| Cost | 25 |
| Veteran and Hudson Initiatives | 10 |
| Total | *100* |

**B. Evaluation Team**

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

**C. Administrative and Mandatory Screening**

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

**D. Clarification of Proposals**

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

**E. Announcement of Award**

Subject to the provisions of Paragraph IV.D above, 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. Mandatory requirements established by the Department and/or the Evaluation Team are not subject to negotiation.

## VII. CONTRACTUAL INFORMATION

A. The contract between DHH and the Contractor shall include the standard DHH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.

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).

C. **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. Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

D. In addition to the 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 shall 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.

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

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

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

5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

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

8. If the contractor is a corporation, the following requirements 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 Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

**Attachments:**

**I. Veteran and Hudson Initiatives**
**II. Certification Statement**
**III. DHH Standard Contract Form (CF-1)**
**IV. HIPAA BAA**
**V. Cost Template**
**VI. Asset Availability Template**
**VII. Technology Equipment List**

**Veteran-Owned And Service-Connected Small Entrepreneurships (Veteran Initiatives) 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/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP shall be 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.

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 or distributors. Points will be allocated based on the following criteria:
  -the number of certified small entrepreneurships to be utilized
  -the experience and qualifications of the certified small entrepreneurship(s)
  -the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

The statutes (R.S 39:2171 et. *Seq.)* concerning the Veteran Initiative may be viewed at http://legis.la.gov/lss/lss.asp?doc=671504 and the statutes (R.S 39:2001 *et. Seq.)* concerning the Hudson Initiative may be viewed at: http://legis.la.gov/lss/lss.asp?doc=96265 The rules for the Veteran Initiative (LAC 19:IX.Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at http://www.doa.louisiana.gov/osp/se/se.htm

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/index_2.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://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.cfm. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

**CERTIFICATION STATEMENT**

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. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (  ) _____

C. Telephone with area code: (  ) _____

D. U.S. Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least *90* calendar days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have *30* calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov .)

Authorized Signature: _____

*Original Signature Only; Electronic or Photocopy Signatures are NOT allowed*

Typed or Printed Name: _____

Title: _____

Contractor's Name:

(Legal Name if a Corporation) _____

Domicile Address: _____

City: _____ State: _____ Zip: _____

Validate

DHH - CF - 1
Revised: 2016-02

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

**LAGOV:**

**DHH:**

Agency Name...

**Agency #**

**AND**

**FOR**

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

INCLUDE RFP NUMBER (if applicable):

1) **Contractor (Registered Legal Name)**

2) **Street Address**

**City** **State** LA **Zip Code**

3) **Telephone Number**

4) **Mailing Address (if different)**

**City** **State** **Zip Code**

5) **Federal Employer Tax ID# or Social Security # (Must be 11 Digits)**

6) **Parish(es) Served** choose Parishes...

7) **License or Certification #**

8) Contractor Status !

| | | |
|---|---|---|
| Subrecipient: | ☐ Yes | ☐ No |
| Corporation: | ☐ Yes | ☐ No |
| For Profit: | ☐ Yes | ☐ No |
| Publicly Traded: | ☐ Yes | ☐ No |

8a) **CFDA#**(Federal Grant #)

9) **Brief Description Of Services To Be Provided:** !

10) **Effective Date**

11) **Termination Date**

12) **Maximum Contract Amount**

13) **Amounts by Fiscal Year**

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:

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

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:**

**First Name** **Last Name**

**Title** **Phone Number**

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

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Reset

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

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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

   Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)

3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a 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. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.

5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.

6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.

7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.

8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.

10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of 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.

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.

15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.

16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds $2,000, the Division of Administration, Office of State Procurement.

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

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

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

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

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

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds $2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against 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.

20. **Purchased Equipment:** 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 updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, 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 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.

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

24. **E-Verify**: Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

25. **Remedies for Default**: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.

26. **Governing Law**: This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.

27. **Contractor's Cooperation**: The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

28. **Continuing Obligation**: Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

29. **Eligibility Status**: Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.

30. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.

31. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

32. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

***SIGNATURES TO FOLLOW ON THE NEXT PAGE***

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

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

**SIGNATURE** **DATE**

**NAME**

**TITLE**

**SIGNATURE** **DATE**

**NAME**

Secretary, Department of Health and Hospital or Designee

**TITLE**

**SIGNATURE** **DATE**

**NAME**

**TITLE**

**SIGNATURE** **DATE**

**NAME**

**TITLE**

**HIPAA Business Associate Addendum** **ATTACHMENT IV**

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

1. The Louisiana Department of Health and Hospitals ("DHH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. Definitions: As used in this addendum –

   **A**. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.

   **B.** The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.

   **C.** The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.

   **D.** The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq*. At the option of DHH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.

9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. 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.
11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
12. 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.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between DHH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between DHH and contractor.
16. 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 provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall 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 shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Proposer must be able to provide all deliverables within this Cost Template. Omission of a deliverable will result in the disqualification of the proposal.

| **Deliverables** | Cost per Hour | Cost per Day **(24 hours)** |
|---|---|---|
| ***Deliverable A: ALS Ambulances*** | | |
| EMT | | |
| Paramedic | | |
| Ambulance Use Fee (inclusive of fuel) | | |
| Food (cost for 4 crew members) | | $204/day |
| ***Total cost per crew/day*** | | |
| ***Deliverable B: BLS Ambulances*** | | |
| EMR/EMT | | |
| EMT | | |
| Ambulance Use Fee (inclusive of fuel) | | |
| Food (cost for 4 crew members) | | $204/day |
| ***Total cost per crew/day*** | | |
| ***Deliverable C: Management of ALS/BLS ambulances*** | | |
| Strike Team Leaders | | |
| Vehicle Use Fee (includes fuel) | | |
| Food (cost per individual) | | $51/day |
| ***Total cost per Leader/day*** | | |
| Division/Group Supervisors | | |
| Vehicle Use Fee (includes fuel) | | |
| Food (cost per individual) | | $51/day |
| ***Total cost per Leader/day*** | | |
| ***Deliverable D: EMTs and Paramedics*** | | |
| EMT | | |
| Food (cost per individual) | | $51/day |
| ***Total cost per EMT/day*** | | |
| Paramedic | | |
| Food (cost per individual) | | $51/day |
| ***Total cost per Paramedic/day*** | | |
| ***Total Direct Cost (Sum of all Deliverables) per Day*** | (a) | |
| | | |
| **COST PER DAY (Direct Cost)** | (a) | |
| **INDIRECT COST AND MANAGEMENT FEE PERCENT** | (a) x ____%= (b) | |
| **TOTAL COST PER DAY** | Sum of (a)+(b) | |

| **Deliverables** | **Total #** |
|---|---|
| ***Deliverable A: ALS Ambulances*** | |
| **Minimum # ALS Ambulances** | |
| **Maximum # ALS Ambulances** | |
| ***Delierable B: BLS Ambulances*** | |
| **Minimum # BLS Ambulances** | |
| **Maximum # BLS Ambulances** | |
| ***Deliverable C: Management of ALS/BLS ambulances*** | |
| ****The following numbers are independent of the required staff that must accompany each strike team or group of strike teams*** | |
| **Minimum # Strike Team Leaders** | |
| **Maximum # Strike Team Leaders** | |
| **Minimum # Div/Group Supervisors** | |
| **Maximum # Div/Group Supervisors** | |
| ***Deliverable D: EMTs and Paramedics*** | |
| **Minimum # EMTs** | |
| **Maximum # EMTs** | |
| **Minimum # Paramedics** | |
| **Maximum # Paramedics** | |

1. Each Mobilized Resource must have one radio compatible with the State of Louisiana 700 MHZ interoperable radio system (LWIN) and be in compliance with the Statewide BEMS Communications Plan.
2. Supervisory resources and/or personnel provided by the contractor shall have a cellular telephone. The contractor shall provide the BEMS MACC list of direct dial phone numbers, updated with changes each operational period.
3. Ambulance Division/Group Supervisors shall have the ability to send/receive electronic mail messages and the ability to access the internet to send/receive mission information.