

REQUEST FOR PROPOSALS

**Revenue Cycle Management/Billing Services
State Fiscal Year 2024 - 2025**



CAPITAL AREA HUMAN SERVICES DISTRICT

RFX #: 3000024275

Proposal Due Date/Time: Wednesday, March 12, 2025, 16:00 CT

**Capital Area Human Services District
7389 Florida Blvd, Suite 100-A
Baton Rouge, Louisiana**

Issued: February 10, 2025 15:00 CT

Proposal Opening Notice: Proposals will be opened on Thursday, March 13, 2025 at 14:00 CT at the Capital Area Human Services District, 7389 Florida Blvd, Suite 100-A, Baton Rouge, LA 70806. During this opening, only the names of those who have submitted a proposal will be read aloud as this will begin the evaluation process. In person attendance is allowed but not required. Results will be posted to the LaPAC and Central Auction House websites and via email to those who submitted paper proposals.

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REQUEST FOR PROPOSALS

Revenue Cycle Management/Billing Services – Behavioral Health State Fiscal Year 2024 – 2025

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is for Capital Area Human Services District (CAHSD) to obtain competitive proposals as allowed by Louisiana Revised Statute 38:2212-2237 from bona fide, qualified Proposers who are interested in providing Revenue Cycle Management/Billing Department services for CAHSD; a public Behavioral Health agency. CAHSD desires to establish a Revenue Cycle Management system to enhance its end to end outpatient clinic client services billing. Non-profit and for-profit agencies may submit proposals in response to this RFP.

The Agency intends to award to a single Proposer. This RFP is available in electronic form at the Louisiana Procurement and Contract Network (LaPAC) and the Central Auction House websites.

Agency Electronic Health Record: Qualifacts Carelogic

The services contracted as a result of this RFP will be managed by CAHSD. The contract funds shall be used solely for the provision of these services. The contract shall commence on or near the date approximated in the Schedule of Events.

1.2 Background

CAHSD was established by legislation in 1996 and enacted in 1997, as a political subdivision of the State of Louisiana, to direct the operation and management of publicly-funded community-based programs and services for mental health, addictive disorders, developmental disabilities, and co-occurring disorders in the Louisiana Parishes of Ascension, East Baton Rouge, East Feliciana, Iberville, Pointe Coupee, West Baton Rouge and West Feliciana. The mission of CAHSD is to facilitate person-centered recovery by empowering people of all ages with behavioral health needs and developmental disability challenges to strengthen relationships, establish independence, and enhance their ability to improve their physical health and emotional wellbeing.

1.3 Goal and Objectives

CAHSD is conducting a fair and impartial competitive procurement process to solicit proposals in order to meet the following goal: Provide a comprehensive Revenue Cycle Management/Billing Service system that covers the entire life span of the outpatient clinic clients' engagement from eligibility assessment for services through receipt of payment for the final **behavioral health treatment** service provided at the CAHSD. *Contractor shall perform all activities and functions as it relates to Revenue Cycle Management that are necessary to ensure the following objectives are achieved: 1. Timely and accurate filing and/or refiling a claim (claim processing time 2 to 7 days of service and/or rejection); 2. First claim submission to the clearinghouse with a 90% Acceptance Rate or better; 3. Error Rate 5% or less; 4. Reduce bad debt percentage and maintain at 5% or more below the national average. **Residential/inpatient and private (non-insurance) contracts/grants are excluded from this RFP. The CAHSD reserves the right to negotiate for these services at a later date.***

1.4 Term of Contract

The term of this contract is for a minimum period of up to twelve (12) months, contingent upon contractor performance, and availability of funding. At the option of CAHSD and with the concurrence of the contractor, this contract may be extended in increments of up to twelve (12)-months at the same price,

terms, and conditions for a maximum timeframe of sixty (60) months. The term of any contract resulting from this RFP shall begin on or about April 07, 2025. The continuation of the contract is contingent upon the availability of funds to fulfill the requirements of the contract.

1.5 Definitions

Agency	Capital Area Human Services District (CAHSD)
Award	Issuance of a 'Notice of Intent to Award' letter to one or more successful Proposers.
CAHSD	Capital Area Human Services District
Contract	A legal binding agreement between the Agency and the awarded Contractor(s).
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Day	A calendar day, unless explicitly identified otherwise.
Deliverable	A good, product, service, solution, result, labor or other effort being sought.
Discussions	A formal, structured means of conducting written or oral communications/presentations with Proposers who submit proposals in response to this RFP.
DOA	The Louisiana Division of Administration
LaPAC	Louisiana Procurement and Contract Network
LDH	Louisiana Department of Health
May and Can	The terms "may" and "can" denote an advisory or permissible action.
Must	The term "must" denotes mandatory requirements.
OSP	Office of State Purchasing
Proposal	The document(s), data, information and other media submitted by a Proposer in response to this RFP, including information submitted after the proposal opening date at the request of the Agency.
Proposer	A firm or individual who responds to this RFP.
R.S.	Louisiana Revised Statute(s)
RFP	Request for Proposals, including all attachments and exhibits and any information posted to the LaPAC website, as amended.
Shall and Will	The terms "shall" and "will" denote mandatory requirements.
Should	The term "should" denotes a desirable action.
State	The State of Louisiana.

1.6 Schedule of Events

Event	Date	Time (CT)
RFP Posted and Blackout Period begins	Monday, February 10, 2025	15:00
RFP advertised	Monday, February 10, 2025	
Deadline to submit questions/inquiries	Thursday, February 20, 2025	15:00
Deadline to answer questions/inquiries	Tuesday, February 25, 2025	16:00
Deadline for receipt of proposals	Wednesday, March 12, 2025	16:00
Proposal opening date	Thursday, March 13, 2025	14:00
Notice of Intent to award and 14-day protest period begins, on or about	Friday, March 21, 2025	15:00
Contract execution, on or about	Monday, April 07, 2025	

NOTE: The CAHSD 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. Revisions after the proposal deadline, if any, will be by written notification to the eligible proposer(s).

1.7 Proposal Submittal (Please pay close attention)

Proposers who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this RFP.

Proposals will only be received electronically through the Central Auction House website <https://www.centrauctionhouse.com/main.php> or in six (6) hard copies (printed) version by the RFP Coordinator via certified, return receipt mail or hand delivered on or before the date and time specified in the Schedule of Events. Fax or e-mail submissions will not be accepted. Proposers mailing their proposals must allow sufficient mail delivery time to ensure receipt of their proposal at the physical location below by the time specified. The proposal package must be delivered at the Proposer's expense to the individual listed below who is the sole contact for this RFP:

Otha Boozer, Procurement Analyst- RFP Coordinator
CAHSD Fiscal Services
Capital Area Human Services District
7389 Florida Blvd. Suite 100 A – Rm D111
Baton Rouge, LA 70806

The responsibility lies solely with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Mandatory Qualifications for Proposer

Proposers must be qualified to provide services that require a license (when applicable) and must comply with all applicable provisions of the Louisiana *RS 22:1825* Billing Audit guidelines, rules, and regulation. Proposers shall have the staff, relationships, and resources necessary to implement their proposed services or should demonstrate the ability to acquire and develop them in a timely manner upon being funded for an award through this RFP. The Proposer should give a brief description of their organization (or collaboration) and address the following qualifications that must be met or exceeded prior to the deadline for receipt of proposals:

- Have the capacity and willingness to perform all services described in this RFP;
- Not be an individual or entity excluded from state or federally funded health care programs (<https://adverseactions.ldh.la.gov/SelSearch> and (<https://oig.hhs.gov/exclusions/index.asp>);
- Proposal must be complete, so that an evaluation of the proposer's submission can be conducted solely based on the proposal's content.
- The proposal must address all specifications in each section of this RFP, following the format and content outlined in this RFP, any areas not responded to will result in the assumption that the proposing vendor cannot meet the specification and may result in the RFP being deemed incomplete. The requirements and specification in this RFP will become part of the terms and conditions of the resulting contract.
- Have a minimum of three (3) years of experience providing the services described in this RFP;
- Be registered to do business within the State of Louisiana (<https://www.sos.la.gov/BusinessServices/Pages/default.aspx>);
- Have its principal place of business be located inside the continental United States;
- Have financial resources sufficient to conduct the program and submit copies of most recent independent financial audit report or audited financial statements for each of the last three (3) years including at least a balance sheet and profit and loss statement; and
- Have not had a contract terminated, withdrawn in lieu of termination, or not renewed for non-performance or poor performance within the past five (5) years.

To be considered, all responses must arrive by the date and time as specified in the Schedule of Events. Responses must follow the prescribed format detailed in the RFP in order to be accepted.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below. Proposers should respond to this RFP with a single proposal. Whether electronic or hard copy (printed), pages must be no larger than standard U.S. letter paper size (8.5" x 11") and the document background must be white. Pages must be single-sided and typed in black ink, single-spaced, using 12-point Times New Roman or Arial font, with all margins (i.e., left, right, top, bottom) at least 0.5 inch. Pages should be typed with one column per page and should be numbered consecutively from beginning to end so that information can be located easily during review. Include the Solicitation Number on all materials making up the proposal. Proposals should include the following items in the order listed.

1.9.1 Cover Letter

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

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including the Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the Agency's overall requirements in the timeframes set by the Agency. The executive summary should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in this RFP and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience

The Proposer should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial audit or audited financial statement if not audit was conducted. This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with at least three references from previous clients including names and telephone numbers. Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas. The Proposer should: Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the agency; Define its functional approach in providing the services; Define its functional approach in identifying the tasks necessary to meet requirements; Describe the approach to Project Management and Quality Assurance; Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing; and Provide a written Business Continuity & Disaster Preparedness Plan that describes continued staffing and service delivery to the Agency during disasters (<https://www.ready.gov/business>).

1.9.6 Personnel Qualifications and Continuity of Operations

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided in personnel resumes.

Contractor is responsible for providing staff to fulfill the scope of work. The proposal must include an organizational chart with clearly depicted lines of authority for contractor's staff. The contractor is required to provide CAHSD with phone, fax, email, and in-person access to appropriate contract staff during CAHSD normal hours of operation. The proposal must include a written Continuity of Operations Plan that will ensure continued contract staffing and service delivery during disasters (e.g., global health emergencies (i.e. pandemics), hazardous materials incident, fires, flooding, severe storms, hurricanes, tornadoes etc.).

1.9.7 Veteran and Hudson Initiative Programs Participation

Not applicable for this RFP.

1.9.8 Cost Proposal

The Proposer shall provide the cost of service on a flat rate; percentage of collections; and a cost per claim basis, in tiers and levels if cost points differ, to be inclusive of all project expenses for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project's proposed staff; the total estimated number of hours by job classification; the billing rate by classification; hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

1.9.9 Certification Statement

The Proposer must sign and submit Attachment I: Certification Statement.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The Agency requests that one (1) original (clearly marked "Original") and five (5) numbered copies of the proposal be submitted to the RFP Coordinator at the address specified. The original proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.12 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the Agency's operation which are designated confidential by the Agency and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Agency. The identification of all such confidential data and information as well as the Agency's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Agency in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the Agency to be adequate for the protection of the Agency's confidential information, such methods and procedures may be used, with the written consent of the Agency, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the CAHSD Executive Director. Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.13 Proposal Clarifications Prior to Submittal

1.13.1 Pre-proposal Conference

Not required for this RFP.

1.13.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the individual listed below who is the sole contact for this RFP. Inquiries may be submitted via the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>; the Central Auction House website <https://www.centralauctionhouse.com/main.php> or via email; no other form of inquiries will be addressed.

Otha Boozer, Procurement Analyst- RFP Coordinator
CAHSD Fiscal Services
Capital Area Human Services District
7389 Florida Blvd. Suite 100 A – Rm D111
Baton Rouge, LA 70806
Email: cahsaccounting@la.gov

Written inquiries must be received by the date and time specified in the Schedule of Events. The Agency shall reserve the right to modify the RFP should a change be identified that is in the best interest of the Agency. Official responses will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and <https://www.centralauctionhouse.com/main.php>

Only the CAHSD Procurement Analyst – RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of the Agency. Any communications from any other individuals shall not be binding to the Agency.

Note: The LaPAC website is the State's online electronic bid posting and notification system on the Office of State Procurement website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the LaPAC e-mail notification, Bidders/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req. Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.13.3 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 Agency involved in any step in the procurement process about the affected procurement. The blackout period applies not only to Agency employees, but also to any contractor of the Agency. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded. In those instances, in which a prospective Proposer is also an incumbent contractor, the Agency and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the Agency and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or Agency contractor who violates the blackout period may be liable to the Agency 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: A protest to a solicitation submitted pursuant to La. R.S. 39:1671; Duly noticed site visits and/or conferences for bidders or Proposers; Oral presentations during the evaluation process; or Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.14 Error and Omissions in Proposal

The Agency reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.15 Changes, Addenda, Withdrawals

The Agency reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. It shall be the responsibility of the Proposer to check the website for addenda to the RFP. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and <https://www.centralauctionhouse.com/main.php>

1.16 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 withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.17 Waiver of Administrative Informalities

The Agency shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.18 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the Agency to award a contract. The Agency shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the Agency's best interest.

1.19 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the Agency. Selection or rejection of a proposal shall not affect this right.

1.20 Cost of Offer Preparation

The Agency shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the Agency.

1.21 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP. In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State of Louisiana and collected by the Department of Revenue prior to the approval of the contract by the Agency. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Agency. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.22 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The Agency must find that the selected Proposer: Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance; Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; 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, 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 Agency to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.23 Use of Subcontractors

The Agency shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract. If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with the Agency, 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 Agency.

1.24 Written or Oral Discussions/Presentations

Are as defined in this RFP for the purposes of Proposer inquiries and responses; any and all addendums to the RFP; and as is required during contract negotiation with the successful proposer(s).

1.25 Acceptance of Proposal Content

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

1.26 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Agency, which will determine the proposal most advantageous to the Agency, taking into consideration price and the other evaluation factors set forth in the RFP. The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.27 Best and Final Offers (BAFO)

The Agency reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposer(s) selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the Agency in clarifying the scope of work or to obtain the most cost effective pricing available. The written invitation to participate in BAFO will not obligate the Agency to a commitment to enter into a contract.

1.28 Contract Award and Execution

The Agency reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The Agency reserves the right to contract for all or a partial list of services offered in the proposals. The RFP content, including any addenda added, and the selected proposal shall become part of the contract initiated by the Agency. The selected Proposer shall be expected to enter into a contract that is issued by the Agency. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer. If the contract negotiation period exceeds five (5) business days, or if the selected Proposer fails to sign the final contract within five (5) business days of delivery, the Agency may elect to cancel the award and award the contract to the next-highest-ranked Proposer. It is the intent of the Agency to issue a standard Agency contract as written by the Agency for the provision of these services.

1.29 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s). The Agency will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly. This notification shall be posted to the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and the Central Auction House website <https://www.centralauctionhouse.com/main.php>. This notification shall serve as official notification to all bidders/proposers of the final outcome of the RFP. The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1, et seq.), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. Any person aggrieved by the proposed award has the right to submit a protest in writing to the Agency's Executive Director within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract. The award of a contract shall be subject to the approval of the Agency. The Agency reserves the right to make multiple awards.

1.30 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.31 Insurance Requirements for Contractors

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

1.31.1 Contractor's Insurance

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

1.31.2 Minimum Scope and Limits of Insurance

1.31.2.1 Workers Compensation

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

1.31.2.2 Commercial General Liability

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

1.31.2.3 Professional Liability (Errors and Omissions)

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

1.31.2.4 Automobile Liability

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

1.31.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the Agency's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.31.3 Deductibles and Self-Insured Retentions

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

1.31.4 Other Insurance Provisions

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

1.31.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.31.4.2 Workers Compensation and Employers Liability Coverage

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

1.31.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate

of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.31.5 Acceptability of Insurers

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

1.31.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder shall be listed as follows:

Capital Area Human Services District
7389 Florida Blvd. Suite 100 A
Baton Rouge, Louisiana 70806

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

1.31.7 Subcontractors

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

1.31.8 Workers Compensation Indemnity

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

1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Agency and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Agency. If applicable, Contractor will indemnify, defend and hold the Agency and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the Agency in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Agency shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Agency or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the Agency the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Agency up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

1.33 Payment Terms

All monthly invoices are due by the fifteenth (15th) day of the following month. Services must be billed on a typed invoice form completed by Contractor; original documents must be signed and dated in blue ink. Contractor shall be reimbursed at the negotiated rate, upon submission of monthly invoice forms and substantiating documents. Contractor shall not bill more than one twelfth of the maximum contract amount per month. Supporting documentation must include the unduplicated number of services provided during the month. Contractor is obligated to submit final invoice to CAHSD within five (5) days after termination date of contract.

1.33.1 Electronic Vendor Payment Solutions

The Agency desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the Agency's bank to the payee's bank. Please see the links for additional information regarding electronic payment methods and registration:

<https://www.doa.la.gov/pages/osp/vendorcenter/vendorregn.aspx>

and

<https://www.doa.la.gov/media/qw3fpylt/exhibit-5-4-eft-enrollment-form.pdf>.

1.34 Termination

1.34.1 Termination of the Contract for Cause

Agency may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the Agency shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Agency may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Agency to comply with the terms and conditions of the contract provided that the Contractor shall give the Agency written notice specifying the Agency's failure and a reasonable opportunity for the Agency to cure the defect.

1.34.2 Termination of the Contract for Convenience

The Agency may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.34.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.35 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Agency. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from

approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Agency.

1.36 Right to Audit

The Agency, the Louisiana Legislative Auditor, federal auditors, and internal auditors of the Louisiana Department of Health or the State's Division of Administration, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.37 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.38 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the Agency and shall, upon request, be returned by the Contractor to the Agency, at the Contractor's expense, at termination or expiration of the contract.

1.39 Entire Agreement/Order of Precedence

The contract, together with the RFP and addenda issued thereto by the Agency, the proposal submitted by the Contractor in response to the Agency's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter. In the event of any inconsistent or incompatible provisions, the signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.40 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties. The Agency reserves the right to increase or decrease the scope of service to that which is needed for changes in scope and or size of business practices. During emergencies or extenuating circumstances (fire, hurricanes, tornadoes, etc.), the agency reserves the right to make changes to service sites, service delivery and service methods.

1.41 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the Agency. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Agency or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the Agency's or Contractor's reasonable control, as the case may be, the Agency or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays

in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.42 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.43 Claims or Controversies

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

1.44 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.45 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.46 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The Agency reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

Purpose

The purpose of this Request for Proposal (RFP) is for Capital Area Human Services District (CAHSD) to obtain competitive proposals as allowed by Louisiana Revised Statute 38:2212-2237 from bona fide, qualified Proposers who are interested in providing Revenue Cycle Management/Billing Department services for CAHSD; a public Behavioral Health agency. CAHSD desires to establish a Revenue Cycle Management system to enhance its end to end client services billing. Non-profit and for-profit agencies may submit proposals in response to this RFP.

The Agency intends to award to a single Proposer.

The services contracted as a result of this RFP will be managed by CAHSD. The contract funds shall be used solely for the provision of these services. The contract shall commence on or near the date approximated in the Schedule of Events.

Background

CAHSD was established by legislation in 1996 and enacted in 1997, as a political subdivision of the State of Louisiana, to direct the operation and management of publicly-funded community-based programs and services for mental health, addictive disorders, developmental disabilities, and co-occurring disorders in the Louisiana Parishes of Ascension, East Baton Rouge, East Feliciana, Iberville, Pointe Coupee, West Baton Rouge and West Feliciana. The mission of CAHSD is to facilitate person-centered recovery by empowering people of all ages with behavioral health needs and developmental disability challenges to strengthen relationships, establish independence, and enhance their ability to improve their physical health and emotional wellbeing.

2.2 Goal and Objectives

CAHSD is conducting a fair and impartial competitive procurement process to solicit proposals in order to meet the following goal: Provide a comprehensive Revenue Cycle Management/ Billing Service system that covers the entire life span of the outpatient clinic clients' engagement from eligibility assessment for services through receipt of payment for the final **behavioral health treatment** service provided at the CAHSD. *Contractor shall perform all activities and functions as it relates to Revenue Cycle Management that are necessary to ensure the following objectives are achieved:*

- 1. Timely and accurate filing and/or refiling a claim (claim processing time 2 to 7 days of service and/or rejection);*
- 2. First claim submission to the clearinghouse with a 90% Acceptance Rate or better;*
- 3. Error Rate 5% or less of claim submissions to the payer by the clearinghouse for adjudication;*
- 4. Reduce bad debt percentage and maintain at 5% or more below the national average.*

2.3 Deliverables and Reporting

Revenue Cycle Management (RCM)/Client Billing: *Contractor shall provide a comprehensive process of financial management between the CAHSD and its clients that encompasses the entire life span of the outpatient clinic client account from intake through payment of account balance. The contractor shall manage each stage of the billing cycle to ensure that the Capital Area Human Service District (CAHSD) follows all state and federal guidelines that govern the client billing process. To that end, the Contractor shall provide the following services. The proposal must address in detail how each item below will be accomplished. Any service(s) that is considered essential or required in the revenue cycle*

management/billing process that is not include should be addressed as “Additional Services”

- a. Contractor shall review client registration, verify demographics and insurance coverage; verify financial responsibility; establish accurate client records in the CAHSD Electronic Health Record (EHR) which is **Qualifacts Carelogic**; confirm client eligibility; and obtain prior authorizations to ensure planned treatment services are approved by the payer before they are provided.
- b. Contractor shall maintain new and current payer authorization records within the EHR system.
- c. Contractor shall ensure precise medical billing codes and appropriate modifiers are utilized for all services provided and capture all billable services to ensure accurate billing for treatment provided that is void of claim errors prior to submission. Ensure that all allowable payments are paid according to the CAHSD current payer contractual fee schedule.
- d. Contractor shall review, correct and submit claims to payers (insurance and client) in the electronic health record via the CAHSD clearinghouse (currently Trizetto Gateway EDI, subject to future change) (within 2-5 days of service provision); monitor claims for outstanding balances; and track and manage payments until final resolution of a claim. **Give alternate timeframe if other than 2-5 days**
- e. Contractor shall track claim status through the payer’s adjudication process; monitor claim acceptance/rejection, monitor claim processing to ensure timely follow-up, track payment determination to confirm accurate reimbursement and address issues timely; manage failed/rejected claims and denials timely by identifying and resolving errors/denial reasons (i.e. errors in coding or insufficient documentation) upon receipt; resubmit corrected claims within 5-7 days of receipt; provide additional information to support the claim; and file immediate appeals, when appropriate, for denied claims. **Give alternate timeframe if other than 5-7 days**
- f. Contractor shall perform timely posting of 835 files, paper/electronic ACH Explanation of Benefits, and payments to client accounts (daily self-pay, weekly 3rd party); reconcile all payment types and Explanation of Benefits (EOB) and cash postings; make adjustments to clients account balances in accordance with payer agreements; and make recommendations for write-off of bad debt when claims are determined to be uncollectible.
- g. Contractor shall manage client payer records and make updates to contact information and insurance information through regular verification and updates.
- h. Contractor shall review, correct if needed and submit client bills when appropriate while following CMS, HRSA and CAHSD collection policies within 30 days of the finalization of all payer claims (to include service charge, insurance payments, write-offs due to payer contractual agreements; patient responsibility {co-pays, co-insurance, services not covered or denied, etc.}; payment instructions; due date and explanation of benefits when available/appropriate). Contractor shall document accurate client balances in the ECR and notify clients of outstanding client financial responsibility by following CMS, HRSA and CAHSD collection guidelines.

Reporting: Contractor shall provide a monthly report on RCM activities to the CAHSD Billing Department Director, Accountant Administration, Deputy Director, and Executive Director by the 10th day of each month. The monthly report shall include at a minimum the following:

1. Total claim collections (number and dollar amount) for the month per payer and payer type (Medicare, Medicaid, Commercial, Self-pay)
2. Number of claim denials and net revenue for the month per payer (Medicare, Medicaid, Commercial, Self-pay)
3. Total number of processed claims and net charges for the month per payer
4. Insight on financial performance, identifying trends, and enhancing revenue streams

5. *A list of and the total number of suggested credit write-offs for the month. (Write-offs other than contractual adjustments based on payer agreements can only be approved, in writing, by the Deputy Director or Executive Director).*

2.4 Technical Requirements

1. Contractor shall preform system configurations updates. (With the approval of CAHSD Director of Information Technology).
2. The contractor shall implement, integrate, and provide training and support to CAHSD team on processes and procedures required by staff to enhance accuracy and minimize errors in using the EHR as it relates to RCM. (With the approval of the CAHSD Executive Director and Director of Information Technology).
3. Any hardware or software and all Information technology related systems, services, and devices shall be approved by the CAHSD Director of Information Technology to ensure compatibility with current systems/programs, as well as the overall CAHSD Information Technology plan.
4. CAHSD adheres to the Telecommunications and Data Processing Equipment, Systems or Related Services La. Revised Statute 38:2234-38:2237 known as the 'Political Subdivisions Telecommunications and Data Processing Procurement Law: The lease, rent or purchase of telecommunications and data processing equipment, systems or related services (includes software systems such as Electronic Health Records or Accounting, Payroll, HR, Asset Management/Property Control software systems such as those which may be used to replace Statewide programs like LaGov, ISIS, etc. in the event the CAHSD were to remove itself from these systems) may be procured in compliance with Louisiana R.S. 38:2212.1 A.(1)(a) through the Request for Proposals (RFP) process and R.S. 38:2237 Methods of Procurement, Section A.; or via the Invitation for Bids (ITB) process in compliance with Section B. Political subdivisions may, at their option, procure telecommunications and data processing equipment, systems, or related services in accordance with the provisions of any other applicable law which governs such acquisitions or purchases by political subdivisions of the state, including but not limited to R.S. 38:2211 et seq., with respect to awarding of public contracts (Public contract" or "contract" means any contract awarded by any public entity for the making of any public works or for the purchase of any materials or supplies.).

2.5 Project Requirements

Proposers must be qualified to provide services that require a license (when applicable) and must comply with all applicable provisions of the Louisiana RS 22:1825 Billing Audit guidelines, rules, and regulation. Proposers shall have the staff, relationships, and resources necessary to implement their proposed services or shall demonstrate the ability to acquire and develop them in a timely manner upon being funded for an award through this RFP. The Proposer shall give a brief description of their organization (or collaboration) and address the following qualifications that must be met or exceeded prior to the deadline for receipt of proposals:

- Have the capacity and willingness to perform all services described in this RFP;
- Not be an individual or entity excluded from state or federally funded health care programs (<https://adverseactions.ldh.la.gov/SelSearch> and <https://oig.hhs.gov/exclusions/index.asp>);
- Proposal must be complete, so that an evaluation of the proposer's submission can be conducted solely based on the proposal's content.
- The proposal must address all specifications in each section of this RFP, following the format and content outlined in this RFP, any areas not responded to will result in the assumption that the proposing vendor cannot meet the specification and may result in the

RFP being deemed incomplete. The requirements and specification in this RFP will become part of the terms and conditions of the resulting contract.

- Have a minimum of three (3) years of experience providing the services described in this RFP for a customer of similar size and function as the Agency;
- Be registered to do business within the State of Louisiana (<https://www.sos.la.gov/BusinessServices/Pages/default.aspx>);
- Have its principal place of business be located inside the continental United States;
- Have financial resources sufficient to conduct the program and submit copies of most recent independent financial audit report or audited financial statements (if no audit was conducted) for each of the last three (3) years including at least a balance sheet and profit and loss statement; and
- Have not had a contract terminated, withdrawn in lieu of termination, or not renewed for non-performance or poor performance within the past five (5) years.

To be considered, all responses must arrive by the date and time as listed in the Schedule of Events for receipt of proposals and must follow the prescribed format detailed in the RFP.

2.6 Communication

For concerns related to contract technical assistance, contract invoices, or other contract matters, the contractor shall communicate with the CAHSD Procurement Analyst. If the complainant is a consumer, the consumer is required to follow the process outlined in the CAHSD Consumer Complaint Process provided by CAHSD.

2.7 Personnel Files

Contractor shall maintain a written Drug Free Workplace Policy and personnel files on all staff, which include copies of valid Louisiana drivers' license (or picture IDs) if applicable, proof of current driver's insurance, results of annual driving record checks, job descriptions, validations of qualifications, verification of credentials, references, signed statements of confidentiality, results of annual criminal record checks, annual performance evaluations, and evidence of orientation training as well as annual trainings completed by staff.

2.8 Fiscal Records

Contractor shall employ record-keeping and receipt procedures that will provide an audit trail for expenditures made and income received. Appropriate financial documentation for invoices must be submitted monthly to CAHSD. CAHSD is responsible for the technical direction of the contract which includes receiving and accepting all reports relative to services, financial documentation and verification, and other reports as requested. Notwithstanding any other terms of this contract, failure of the contractor to submit required reports when due, or failure to perform or failure to deliver required work or services will result in the withholding of payments under the contract.

When required by state law, Contractor shall have an annual audit conducted by an independent certified public accountant, and it must be submitted within six (6) months of the end of the contractor's business year. Two (2) copies of the audit should be sent to LDH-Fiscal Management (P.O. Box 91117, Baton Rouge, LA 70821-3797) and two (2) copies to CAHSD-Administration (7389 Florida Blvd., Suite 100A, Baton Rouge, La 70806). By law, seven (7) copies (six bound and one unbound) of the audit must also be submitted to the Office of the Legislative Auditor (P.O. Box 94397, Baton Rouge, LA 70804). All audit copies must be submitted prior to the start of the contract. The cost of the audit is the responsibility of the contractor.

2.9 Fraud and Abuse

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

PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows.

Criteria	Maximum Score
Company Background & Experience (Work previously done in this area.)	25
Approach & Methodology (Detailed description of work to be done.)	25
Proposed Staff Qualifications (Clearly depicted lines of authority, adequate qualified personnel, and Continuity of Operations Plan.)	25
Reasonable Cost*	25*
Total Score	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the Agency, not on the basis of what may be inferred. Proposer must receive a minimum score of 37.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, and Proposed Staff Qualifications to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost evaluation. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

*The Proposer with the lowest total cost shall receive 25 points. Other Proposers shall receive cost points based upon the following formula: $CCS = (LPC/TCP \times 25)$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
 LPC = Lowest Proposed Cost of all Proposers
 TCP = Total Cost of Proposer being evaluated

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Not applicable for this RFP.

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

Measurable outcomes include the following:

- 1. Timely and accurate filing and/or refiling a claim (claim processing time 2 to 7 days of service and/or rejection);*
- 2. First claim submission to the clearinghouse with a 90% Acceptance Rate or better;*
- 3. Error Rate of 5% or less of claim submissions to the payer for adjudication;*
- 4. Reduce bad debt percentage and maintain at 5% or more below the national average.*

4.2 Performance Measurement/Evaluation/Monitoring Plan

Contractor agrees that all work performed under this contract shall be monitored by CAHSD.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

Not applicable for this RFP.

4.4 Fidelity Bond

- A.** The Contractor shall be required to provide a Fidelity Bond in the amount of \$1,000,000 to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Capital Area Human Services District shall be the named beneficiary.
- B.** A blanket Crime insurance policy with a minimum limit of \$1,000,000 per occurrence for Employee Theft and endorsed to include the Capital Area Human Services District as a named insured is acceptable in lieu of the Fidelity Bond.
- C.** The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State. This bond will be required prior to execution of the Contract.

ATTACHMENT I: CERTIFICATION STATEMENT, Page 1 of 2

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 Agency requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered.

The Proposer should fill in the information below (Print or Type Clearly).

Official Contact Name & Title:

E-mail Address:

Phone & Fax Numbers (with Area Code):

U.S. Mailing Address (with City/State/Zip):

Proposer shall certify that the above information is true and shall grant permission to the Agency 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 quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have five (5) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State of Louisiana and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

ATTACHMENT I: CERTIFICATION STATEMENT, Page 2 of 2

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Agency. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The Agency reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

SIGNATURE of Proposer or Authorized Representative

DATE

The Proposer should fill in the information below (Print or Type Clearly).

Proposer or Authorized Representative Name & Title:

Organization Name:

Organization E-mail Address:

Organization Phone & Fax Numbers (with Area Code):

Organization U.S. Mailing Address (with City/State/Zip):

ATTACHMENT II: SAMPLE CONTRACT**AGREEMENT BETWEEN THE STATE OF LOUISIANA
CAPITAL AREA HUMAN SERVICES DISTRICT**Page 1 PS.doc
Revised: 03/16
Page 1 of 3**AND****FOR**

☒ **Professional Services**
☐ **Consulting Services**
☐ **Social Services**
☐ **Interagency**

1.) Provider/Contractor (Legal Name if Corporation)		6.) Federal Employer Tax ID# or Social Security # (11 digits)	
2.) Mailing Address		7.) License or Certification #	
3.) City and State Zip Code		8.) Contractor Status (Check All Applicable)	
4.) Telephone Number		<input type="checkbox"/> Sub recipient <input type="checkbox"/> Corporation <input type="checkbox"/> Non-profit <input type="checkbox"/> For Profit <input type="checkbox"/> Publicly Traded	
5.) Email Address		9.) CFDA #	
10.) Brief Description of Services to be Provided: See Detailed information attached included in Exhibit A			
11.) Effective Date		12.) Termination Date	
13.) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party, or by CAHSD immediately with due cause, but in no case shall continue beyond the specified termination date.			
14.) Maximum Contract Amount			
15.) Terms of Payment (Stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.) Contractor is obligated to submit final invoices to CAHSD within fifteen (15) days after termination of contract. All bimonthly invoices are due by the 15 th and the 30 th of the following month. Services must be on a CAHSD invoice form, based on time sheet. Contractor is responsible for completion on invoices. Original invoices must be signed and dated in blue ink. Contractor shall not bill for work and dates during which Contractor is receiving compensation from or federal, state or private funding sources. The contract does not include reimbursement for sick leave, annual leave, office closure, or state holidays. The Division Director or Program Director or designee shall maintain certify invoices for Contractors hours for services performed, i.e. services performed or work product. Number of hours per week _____ @ a rate of \$_____ per hour not to exceed the maximum amount of the contract. Maximum number hours per week may be adjusted at the discretion and approval of CAHSD Executive Director or Deputy Director. This provision cannot exceed the maximum contract amount allocated under the terms of the contract. No reimbursement for mileage for travel within CAHSD service catchment area. Travel time to and from the Contractors' domicile is not payable under the contract. Final invoices shall be submitted to CAHSD within 5 working days after termination date of contract.			
PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:		Name:	
		Title:	Phone:

16.) Special or Additional Provisions which are incorporated herein, if any (if necessary, attach separate sheet and reference)

ATTACHMENT 1: License Included ☐ Or ☐ N/A
 ATTACHMENT 2: Curriculum Vitae (Resume)
 ATTACHMENT 3: Acknowledgement of Drug-Free Workplace Requirements
 ATTACHMENT 4: HIPAA Business Associate Addendum
 ATTACHMENT 5: CAHSD Corporate Compliance Contractor Acknowledgement
 ATTACHMENT 6: Ethics Acknowledgement

Exhibit A: Statement of Works and Job Description

Contractor's signature on time and attendance report certifies that services reported during time period show do not conflict with services provided and compensated for at another facility or agency.

ATTACHMENT II: SAMPLE CONTRACT

CAPITAL AREA HUMAN SERVICES DISTRICT

STANDARD CONTRACT PROVISIONS

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

1. Contractor hereby agrees to adhere to the mandates dictated by Titles VI and VII of the civil Rights Act of 1964, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; Sec. 503 of the Rehabilitation Act of 1973; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services. Contractor agrees that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
2. Both contractor and CAHSD shall abide by any state or federal laws, rules and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. In particular, any Contractor providing substance abuse services shall comply with Chapter 42, Code of Federal Regulations, Part 2 (42 CFR 2). Contractor also agrees to abide by recently promulgated regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are further described in ATTACHMENT 1 of this contract.
3. Contractor grants to CAHSD, the Office of the Legislative Auditor, the Department of Health and Hospitals, the Inspector General's Office, the federal government, and/or any 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 Agency. Requested records will be made available by Contractor during normal working hours.
4. Contractor is expected to comply with federal and state laws, and/or CAHSD policy requiring an audit of contractor's operation as a whole or of specific program activities. If an audit is performed within the contract period, for any period, a copy of the audit engagement letter shall be sent to the Office of the Legislative Auditor prior to beginning the audit. 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. In addition to seven (7) copies of the audit report required to be furnished to the Office of the Legislative Auditor, two (2) copies of the audit report are to be sent to the Department of Health and Hospitals, Attention: Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797, **and two (2) copies of the audit report shall be sent to the CAHSD, Administrative Director, 7389 Florida Blvd. Suite 100 A, Baton Rouge, LA 70806.**
5. 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 described in 45 CFR 74.21 (b), whichever is longest, and; if Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided by Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
6. Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation) without the proper written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the Agency.
7. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Contractor's obligation.
8. It is agreed that in consideration for the goods delivered or services performed, the Agency shall make all checks payable to the order of the Contractor in the amounts expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with the State Travel Regulations. It is further agreed that Contractor accepts payment made under the terms of the agreement in full for services delivered.
9. 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 on any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individual shall be exempt from this provision.
10. Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets, or any other material produced pursuant to this contract shall become the property of CAHSD.
12. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of Agency (which approval shall be attached to the original agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by Agency for any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.
13. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by Agency.
14. In the event the Agency determines that certain costs, which have been reimbursed to Contractor pursuant to this or previous agreements, are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement.
15. This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds, and no liability or obligation for payment will develop between the parties until approved by required authorities of the Capital Area Human Services District.
16. Any amendment to this agreement shall not be valid until executed by both, the Capital Area Human Services District and the Contractor. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved categories so that there is no increase or decreased in the total amount of the contract award.

ATTACHMENT II: SAMPLE CONTRACT
CAPITAL AREA HUMAN SERVICES DISTRICT
STANDARD CONTRACT PROVISIONS

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17. Any contract disputes will be interpreted under applicable Louisiana laws.
18. For contracts for data processing services, "the products of this contract shall be "Year 2000" compliant. This term means the information system shall not end abnormally or give incorrect results during operations prior to, during or after the Year 2000 as a result of processing, storing, or displaying date information.
19. Contractors providing services to persons with mental retardation and developmental disabilities shall abide by the State Mental Retardation and Developmental disability Law, the Developmental Disability Law, and the Developmental Disabilities Assistance and Bill of Rights Act. Contractors providing services to persons with mental and/or emotional illness shall abide by the Mental Health Systems Act, Title V; and the Protection and Advocacy Act for Mentally Ill Individuals of 1986, as amended. Contractors providing ATOD services shall abide by the Public Service Act, Sec. 1915(b)(1-5) related to the Alcohol and Drug Abuse and Mental Health Services Block Grant; the Drug Abuse Office and Treatment Act of 1972, as amended; and the comprehensive Alcohol Abuse and Alcoholism, Prevention, Treatment, and Rehabilitation Act of 1970, et.seq., as amended. All contractors shall abide by any other requirements of the U.S. Department of Health and Hospitals; all applicable licensure and regulatory requirements and standards; and all other requirements as enumerated in Title XVIII and XIX of the Social Security Act, as applicable.
20. Contractor agrees to secure, and maintain current, any applicable licenses required for the provision of services delineated in this Agreement.
21. Contractor grants to the Agency or its official designee the right to inspect, at any time, facilities/operations where services are being provided.
22. Contractor agree to the method of reimbursement indicated on page one, number 15 and will file requests for reimbursements on forms provided by CAHSD on not less than a monthly basis. Final invoices shall be submitted to CAHSD within 15 days (15) after termination of contract. Invoices which are delinquent for more than fifteen (15) days are subject to non-payment, without specific written approval by the Deputy Director.
23. Contractor agrees that CAHSD is entitled to and will pursue recoupment in the event of an overpayment resulting from an error in billing.
24. Failure of the contractor to specifically perform services or duties required by this agreement will constitute cause for CAHSD to impose fiscal sanctions against the provider for such failure. Sanctions of up to \$100.00 a day may be imposed against the provider by permanently withholding payment when a determination has been made by CAHSD that required services or duties are not being provided.
25. Contractor agrees to use Agency funds only for purposes as set forth in the contract. If Agency funds are co-mingled with funds from other sources, Contractor agrees to treat co-mingled funds as entirely public funds. Contractor further agrees that all fund records are available to the Agency for monitoring and audit purposes. Any misuse of Agency funds or Agency funds co-mingled with funds from other sources is subject to sanctions, up to and including termination of the contract.

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

CONTRACTOR	
Name: _____	
Title: (Insert Position) _____	
Signature: _____	Date: _____

CAPITAL AREA HUMAN SERVICES DISTRICT	
Name: _____	
Title: (Insert) Director _____	
Signature _____	Date _____
Name: _____	
Title: Deputy Director _____	
Signature _____	Date _____
Name: _____	
Title: Executive Director _____	
Signature _____	Date _____

ATTACHMENT II: SAMPLE CONTRACT

HIPAA Business Associate Addendum

HIPAA.doc
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Page 1 of 1

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

1. Capital Area Human Services District ("CAHSD") is a Covered Entity, as that term is defined herein, because it functions as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of CAHSD, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of CAHSD; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for CAHSD 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; and (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 CAHSD.
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 15 (Terms of Payment), page 1 of the contract. 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 CAHSD, 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 CAHSD, in which case contractor shall reimburse CAHSD for all expenses that CAHSD is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of CAHSD's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to CAHSD in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for CAHSD 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 CAHSD 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 CAHSD upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to CAHSD 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 CAHSD available to the Secretary of the U. S. DHHS for purposes of determining CAHSD's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold CAHSD 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 CAHSD 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 CAHSD and contractor.
16. Notwithstanding any other provision of the contract, CAHSD shall have the right to terminate the contract immediately if CAHSD 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 CAHSD, whichever occurs first, contractor shall return or destroy (at the option of CAHSD) 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.

ATTACHMENT II: SAMPLE CONTRACT

Capital Area Human Services District

Form Title: Corporate Compliance

Contractor Acknowledgement Form

My signature below is evidence that I have reviewed Capital Area Human Services District's Corporate Compliance Policy and fully understand the procedures and my responsibilities to assist the organization in maintaining an environment that is free from waste, abuse, fraud, and any wrongdoing associated with the violation of CAHSD's policies and procedures, including our Code of Ethics.

My signature on this document and items checked and dated below indicate my full understanding of each item along with related responsibilities:

1. Capital Area Human Service's District's designated Corporate Compliance Officer is Karen Pino, LCSW-BACS, LAC.

Initial: _____

2. The two methods that are available for reporting any observed violation of ethics and/or legal guidelines established by the organization are:

- Direct communication with the corporate compliance officer to report a violation.
- The anonymous reporting system.

Initial: _____

3. Capital Area Human Service's District's commitment to the reporting of ethical and/or legal violations, and commitment to no-reprisal approach that supports, rather than punishes, persons reporting alleged ethical and/or legal violations observed in relationship to the organization's legal and moral responsibility to provide quality healthcare to the persons we serve.

Initial: _____

4. My legal responsibility, as an employee of Capital Area Human Services District, to report any suspected violations of ethical guidelines, legal guidelines, and/or the organization's policies and procedures.

Initial: _____

Print Name

Signature

Date

ATTACHMENT II: SAMPLE CONTRACT**CAPITAL AREA HUMAN SERVICES DISTRICT
ACKNOWLEDGMENT OF
DRUG-FREE WORKPLACE REQUIREMENTS**

I hereby certify that I have received a copy of the **CAHSD Substance Abuse and Drug-Free Workplace Policy**. I understand that reporting to work or performing work for the State while under the influence of and impaired by illegal drugs or alcohol is prohibited. I also realize that the illegal possession, dispensation, distribution, manufacture or sale of controlled substances is prohibited when I am on official state business, whether on duty or on call for duty, on or off the work site. I understand that violation of this policy may result in disciplinary action up to and including termination. I acknowledge my responsibility to notify my employer within five (5) days if I am convicted of violating any criminal drug statute at the workplace, while on official business or while on call for duty. I further realize that my employer is required by law to give notice of such conviction to any federal agency from which it receives grants or contracts, and I hereby waive any and all claims that may arise from conveying this information to such federal agency.

Employee/Contractor Signature

Date