MHSD

METROPOLITAN HUMAN SERVICES DISTRICT

3100 General DeGaulle Drive • New Orleans, Louisiana 70114
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REQUEST FOR INFORMATION

MHSD Substance Use Intensive Outpatient Treatment

Proposal Due Date: June 22, 2018 Proposal
Opening Time: 4:00 p.m. CST

Metropolitan Human Services District Date

of Issuance: June 7, 2018

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Glossary

Must: Denotes a mandatory requirement

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

Shall: Denotes a mandatory requirement

Should: Denotes a preference, but not a mandatory requirement

Will: Denotes a mandatory requirement

MHSD: Metropolitan Human Services District

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I. GENERAL INFORMATION ABOUT RFI

A. Background

Metropolitan Human Services District (MHSD) is a public agency committed to enhancing the quality of life for individuals, youth and families faced with the challenges of behavioral health disorders, addictive disorders and Intellectual and developmental disabilities. MHSD offers a comprehensive and dynamic system of services that effectively influences the direction and quality of community-based human services through patient-centered care. To this end, the continuum of care provides evidence and research based prevention, early intervention, treatment and recovery support services both directly and through community collaborations.

B. Purpose of RFI

MHSD is inviting qualified providers to submit proposals to be identified as an eligible provider of services for MHSD and its persons served. Acceptance as an eligible provider does not obligate MHSD to contract with the provider. However, MHSD will not contract with providers that have not completed this proposal and been accepted as an eligible provider. Note: There is an exception for those providers that are currently contractors of MHSD for the same service. These contractors are not required to submit an eligibility proposal. Currently, MHSD is soliciting eligibility proposals for Substance Use Intensive Outpatient Program Services (IOP).

C. Applicant Organization Eligibility

Applicant organization/agencies must be for profit, non-profit or faith-based organizations that can document a minimum of five years successful experience in operating an array of community based behavioral health services. Documentation must be provided that both the applicant organization and the lead management staff for the proposed program have expertise in the design, implementation and operation of the specified program.

Any applicant organization that cannot demonstrate its ability to meet these eligibility criteria will not be considered for review.

D. Geographic Area to be Served

Applicant will provide services in Orleans, Plaquemines and/or St. Bernard parishes.

E. Target Population

Substance users in Orleans, Plaquemines and St. Bernard parishes.

F. RFI Coordinator

Requests for copies of the RFI and written inquiries must be directed to the RFI Coordinator listed below:

Steven Farber
Deputy Director of Administration/General Counsel
Metropolitan Human Services District
3100 General DeGaulle Drive
New Orleans, Louisiana 70114

E-Mail: Steven.Farber2@la.gov Fax: (504)568-3137

A copy of the RFI will be published for review and downloading on the MHSD website under the "Public Notices" section of the website, http://www.mhsdla.org/.
All communications between Proposers and other MHSD staff members concerning this RFI are strictly prohibited and not binding. Failure to comply with these requirements may result in proposal disqualification.

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

Schedule of Events	Tentative Schedule
Public Notice of RFI	June 7, 2018
Written Inquiry Deadline	June 14, 2018
Response to Written Inquiries	June 18, 2018
Deadline for Receipt of Proposals	June 22, 2018
Notice of Eligibility	July 1, 2018

NOTE: MHSD reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum, supplement and/or amendment to the RFI. These will be posted at the following web address: www.mhsdla.org. It is the responsibility of the Proposer to regularly monitor any changes to the RFI on the website referenced above.

H. Proposer Inquiries

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the request for proposal and to submit any written relative questions. Without exception, all questions MUST be in writing to the RFI Coordinator and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any MHSD employee, board member or consultant. Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Answers to all questions and any other changes or clarifications to the solicitation will be posted on the MHSD website, and it is the responsibility of the Proposer to check the website regularly.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to the RFI Coordinator listed in Section F. above.

I. Errors and Omissions in Proposal

MHSD will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: MHSD reserves the right to make corrections or clarifications due to patent errors identified in proposals by MHSD or the Proposer. MHSD, at its option, has the right to request clarification or additional information from the Proposer.

J. Changes, Addenda, Withdrawals

MHSD reserves the right to change the calendar of events or issue Addenda to the RFI at any time. MHSD also reserves the right to cancel or reissue the RFI.

In the event it becomes necessary to revise any portion of the RFI for any reason, MHSD shall post changes, addenda, supplements, and/or amendments to the following web address: http://www.mhsdla.org. MHSD is not responsible for a Proposer's failure to download any addenda or documents required to complete the RFI.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant

proposal section, prior to the proposal submission deadline, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

K. Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal submission deadline. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to MHSD.

L. Proposal Submission

All proposals shall be received by MHSD no later than the date and time shown in the Schedule of Events.

1. Mailed or Hand Delivered Proposal

   Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. MHSD is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

   Important: clearly mark the outside of the envelope, box or package with the following information and format and deliver to:

   RFI for IOP
   Steven Farber
   Deputy Director of Administration/General Counsel
   Metropolitan Human Services District
   3100 General DeGaulle Drive
   New Orleans, Louisiana 70114

   E-Mail: Steven.Farber2@la.gov

   Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

2. Electronic Proposals

   The proposal must be received by the RFI Coordinator no later than 4:00 pm, Central Standard Time, in New Orleans, Louisiana on the due date specified in the Schedule of Events.

Proposals must be submitted electronically as an attachment to an e-mail to Steven.Farber2@la.gov, the RFI Coordinator. Attachments to the e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by MHSD and cannot be used for submissions of proposals. The cover submittal letter must have a scanned signature of the individual within the organization authorized to bind the Contractor to the offer. MHSD does not assume responsibility for problems with Contractor's e-mail. If MHSD's e-mail is not working, appropriate allowances will be made. Failure to meet the proposal deadline date and time shall result in rejection of the proposal.

Proposals shall be opened publicly and only Proposers submitting proposals shall be identified aloud. Prices shall not be read.

Proposals may not be transmitted using facsimile transmission. Any proposal transmitted via facsimile shall be rejected.

3. Number of Response Copies

   Each Proposer shall submit one (1) signed original response. Three (3) additional copies of the proposal must also be provided to MHSD. If three additional copies are not provided, the proposal will be considered non-responsive and will not be reviewed. Proposals should be on standard 8 ½" X 11" paper, one-side only, double spaced with one inch margins. Applications in binders, spiral notebooks, folders or covers will NOT be accepted. Please secure all applications using a binder clip, rubber band or paper clip only.

4. Legibility/Clarity

   Responses to the requirements of this RFI in the formats requested are required. The Proposer's response is to 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 RFI are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

5. Public Records Act

   For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. MHSD is a political subdivision of the State of Louisiana, and thereby bound by the Public Records Act. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this request for proposals shall be open to public inspection. Proposers are reminded that while trade

secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

"The data contained in the pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, MHSD shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit MHSD's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, MHSD will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify MHSD and hold MHSD harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order MHSD to disclose the information. If the owner of the asserted data refuses to indemnify and hold MHSD harmless, MHSD may disclose the information.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

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II. STANDARD PROVISIONS

A. Fraud and Abuse

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

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

B. Subcontracting

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

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

C. Insurance Requirements

Contractor shall furnish MHSD with certificates of insurance effecting coverage(s) required by the contract. 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 MHSD before work commences. MHSD reserves the right to require complete certified copies of all required policies, at any time.

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. <u>Contractor's Insurance</u>

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

2. Compensation Insurance

   Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract, with coverage of $500,000 minimum limit per accident/per person/per disease. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

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

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

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

6. Subcontractor's Insurance
   The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated in the contract for the Contractor.

D. 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 the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless MHSD 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 in the performance of the contract, 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 MHSD.

1. Liquidated Damages

In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce MHSD's payments to the Contractor or if the liquidated damages exceed amounts due from MHSD, the Contractor will be required to make cash payments for the amount in excess.

a. Failure to fill vacant contractually required key staff positions within 90 days - $500 per working day from 91st day of vacancy until filled with an employee approved by MHSD.
b. Failure to maintain all consumer files and perform all file updates according to the requirements in the contract, as evidenced in consumer files when reviewed during monitoring site visit - $100 per consumer.
c. Failure to maintain all employee files and complete all required training according to the requirements in the contract, as evidenced in employee files and/or training records when reviewed during monitoring site visit - $100 per employee.
d. Late submission of invoices beginning 10 business days after the stated due date - $50 per working day per invoice.

The decision to impose liquidated damages may include consideration of some or all of the following factors:

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

E. Term of Contract

The contract shall commence on or near July 1, 2018. The term of this contract is for a period of 12 months, with the option to renew for an additional 12 months. Specific contract terms will be defined during the contract negotiation process and written into the contract. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract and upon the Contractor's performance.

F. Payment

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the MHSD Executive Director.

G. Contract Termination

1. Termination of the Contract for Cause
   MHSD may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that MHSD shall give the Contractor written notice specifying the Contractor's failure.

2. Termination of the Contract for Convenience
   MHSD may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

3. Termination for Non-Appropriation of Funds
   The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 38 or 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 are not appropriated. If MHSD receives mid-year or other budget cuts, or cuts mandated by the Governor, MHSD may terminate the contract by giving thirty (30) days written notice to the Contractor.

H. Non-negotiable MHSD Contract Terms

Non-negotiable MHSD contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, HIPAA and 42 CFR, Part 2, pertaining to alcohol and substance use records, record retention, content of contract/order of precedence,

contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

I. Taxes

Any taxes, other than state and local sales and use taxes, from which MHSD is exempt, shall be assumed to be included within the Proposer's cost.

J. Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, MHSD reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

K. Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. MHSD shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

L. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of MHSD. The Contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of MHSD. The contract shall not substitute any subcontractor without the prior written approval of MHSD. For subcontractors, before commencing work, the Contractor will provide a letter of agreement, contracts of other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

- The subcontractor will provide a written commitment to accept all contract provisions.

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

M. Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, 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 and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. 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.

N. Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for $100,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

O. Audit of Records

MHSD, the State legislative auditor, federal auditors or others so designated by MHSD shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law (whichever is longer). Records shall be made available during normal working hours for this purpose.

P. Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

Q. Record Ownership

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

R. Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFI and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFI and subsequent addenda (if any) and finally, the Contractor's Proposal.

S. Substitution of Personnel

MHSD intends to include in any contract resulting from this RFI the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to MHSD for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

T. Governing Law

All activities associated with this RFI process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana. Any claims or controversies shall be resolved in accordance with the Louisiana Public Bid Law, Louisiana RS 38:2234, et seq.

III. PROPOSALS

A. General Information

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

1. Contact After Solicitation Deadline
   After the date for receipt of proposals, no Proposer-initiated contact relative to the solicitation will be allowed between the Proposers and MHSD until an award is made.

2. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by MHSD to award a contract or contracts. MHSD reserves the right to reject any or all proposals received in response to this solicitation.

3. Award Without Discussion

MHSD reserves the right to make an award without presentations by Proposers or further discussion of proposals received.

4. Proposal Cost

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

5. Ownership of Proposal

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

6. Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, MHSD reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

7. Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. MHSD shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

8. Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, MHSD reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance MHSD's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

9. Acceptance of Proposal Content

The mandatory RFI requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

B. Project Overview

Purpose of RFI

The purpose of this RFI is to solicit proposals for Substance Use Intensive Outpatient Program Services (IOP).

C. Deliverables

Scope of Work

OVERALL OBJECTIVE

A Substance use Intensive Outpatient Program (IOP) delivers structured individual and group addiction activities and services through an outpatient program designed to assist adults to begin recovery and learn skills for recovery maintenance. The program must provide a minimum of 9 hours of structured services per week and not more than 19 hours per week (ASAM Level 2.1). The program must be offered at least 3 days a week.

OBJECTIVE ONE

CONTRACTOR must provide service for the person served to attend for a minimum of 3 hours a day in order to bill this service. IOP services must be delivered in accordance with MHSD standards and regulations and shall include a structured program consisting of, but not limited to, the following services:

1. Screening and Assessment
2. Individual counseling and support;
3. Group counseling and support;
4. Family counseling, training or support;
5. Biochemical assays performed by an MHSD approved toxicology lab, to identify recent drug or alcohol use (e.g. urine drug screens0 and breathanalysis;
6. Strategies for relapse prevention to include community and social support systems in treatment;
7. Life skills;
8. Trauma Informed Services
9. Crisis contingency planning;
10. Disease Management; and
11. Treatment support activities that have been adapted or specifically designed for individuals with physical disabilities; or individuals with co-occurring disorders of mental illness and a substance use disorders; or an intellectual or developmental disability and a substance use disorder.

OBJECTIVE TWO

Substance Use IOP (ASAM 2.1) may be designed for homogenous groups of individuals e.g., pregnant women, and women and their children; individuals with co-occurring MH/SU disorders; individuals with HIV/AIDS; or individuals with similar cognitive levels of functioning. Group counseling shall be provided each day substance use IOP services are offered. Substance Use IOP includes case management to arrange, link or integrate multiple services as well as assessment and reassessment of the individual's need for services. Services must also inform the individual about benefits, community resources, and services; assists the individual in accessing benefits and services; arranges for the individual to receive benefits and services; and monitors the provision of services. Individuals receiving this service may be residents of their own home, a substitute home, or a group care setting; however, the services must be provided in a setting separate from the individual's residence. The program is provided over a period of several weeks or months. This service's intended outcomes include a reduction in presenting psychiatric or substance use symptoms, and prevention and reduction of emergency room visits, crisis episodes and inpatient hospitalizations. This service should also provide linkage to necessary community supports and the management of crisis services. Selected provider(s) must have addiction professionals who meet the requirements of the Louisiana Alcohol and Drug Regulatory Authority (ADRA) (http://www.la-adra.org/).

OBJECTIVE THREE

The provider must demonstrate the use of evidence-based or best practice models for service delivery for a minimum of one year. Preference will be given to those agencies who have used an evidence-based model(s) for two or more years. Contractor must be able to identify expected outcomes of their model(s) and be able to show the outcomes that they have achieved through use of approved metrics. Contractor must also demonstrate how they measure fidelity to the selected evidence-based model(s). Additional minimum provider requirements for this proposal include:

- Clinical staff must be proficient in Motivational Interviewing and must have evidence of the required training.
- Contractor must utilize a standardized screening and assessment tool approved by MHSD
- Contractor must offer outpatient services within the same parishes in which they provide services
- Contractor must demonstrate that they have access to medication management and psychiatric services within the local community or using telepsychiatry through either a staff position or an established contract
- Contractor must demonstrate a capacity to conduct evaluations to determine the need for alternative levels of care
- Contractor must demonstrate evidence that they provide general health screening, partnership with physical health providers, and integration of health services within model of care
- Contractor must demonstrate compliance with service definition requirements associated with staff training and ratios. Preference will be given to agencies that employ licensed addictions professionals.
- Contractor should have established relationships with community agencies offering natural supports (recovery housing, employment, 12-Step Programs, etc.) to better help transition consumers out of services
- Contractor must use an MHSD approved toxicology lab to demonstrate that urine drug screenings are done as well as breathalyzers which must be incorporated into treatment programming
- Contractor may demonstrate experience working with the criminal justice system.
- Contractor is required to demonstrate competency in the provision of or arrange for the provision of trauma based services by an MHSD approved provider.

Target Population and Eligibility Criteria

The primary target population is adults in Orleans, Plaquemines, and St. Bernard Parishes who have substance use and/or co-occurring substance use and mental illness. The beneficiary is eligible for this service when ALL of the following criteria are met:

A. Has a substance use disorder present AND

B. Meets ASAM Level II.1 criteria.

D. Proposal Format

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

2. Requested Proposal Outline:
   a. Introduction/Administrative Data
   b. Work Plan/Project Execution
   c. Relevant Corporate Experience
   d. Personnel Qualifications
   e. Additional Information
   f. Corporate Financial Condition

E. Proposal Content

Proposals shall be based only on the material contained in this RFI.

1. Proposals should include information that will assist MHSD in determining the level of quality and timeliness that may be expected. MHSD shall determine, at its sole discretion, whether or not the RFI provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist MHSD in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

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

3. Proposals should define Proposer's functional approach in providing services and identify the tasks necessary to meet the RFI requirements.

4. Introduction/Administrative Data
   a. The introductory section should contain summary information about the Proposer's organization. This section should state Proposer's knowledge and understanding of the needs and objectives of MHSD and the overall service

delivery system – both private and public - in New Orleans and the surrounding area. It should further cite its ability to satisfy provisions of the RFI.

b. The Proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFI. This introductory section should also include a description of how the organizational components communicate and work together. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the Proposer's overall structure.

c. This section should also include the following information:
    i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel;
    ii. Name and address of principal officer;
    iii. Name and address for purpose of issuing checks and/or drafts;
    iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
    v. If out-of-state Proposer, give name and address of local representative; if none, so state;
    vi. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date;
        ii. If the Proposer was engaged by MHSD within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and,
        iii. Proposer's state and federal tax identification numbers.

d. The following information must be included in the proposal:
    i. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
    ii. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date.

iii. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

5. Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement substance use treatment services for pregnant women and intravenous users in an evidence-based manner as outlined within the RFI. All evidence-based research about the model should be cited, so that reviewers may review the research in their evaluation of the proposal. In this section the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:

a. Provide a written explanation of the organizational structures, and how those structures will support service implementation. Break down into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task. Identify critical tasks; identify who is responsible for completion of each task; estimate time involved in completion of tasks; identify all assumptions or constraints on tasks; refer to specific documents and reports that are to be produced as a result of completing tasks; include a summary, at the activity level, to show completion schedules relative to deliverables; include charts and graphs which reflect the work plan in detail if necessary.

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

c. Provide a strategic overview including all elements to be provided in evidence based services, citing research.

d. Demonstrate knowledge of working with pregnant women who are intravenous drug users, pregnant women, and intravenous drug users, their needs & effective intervention strategies; also included in this segment is the ability to provide services which are sensitive to the specific cultural needs of the consumer.

e. Demonstrate an understanding of community dynamic as it relates to effective service delivery.

f. Demonstrate the ability to organize staffing patterns and training to ensure staff meet the needs of pregnant women who are intravenous drug users, pregnant women, and intravenous drug users and consistently implement services with fidelity to the model.

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

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

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

j. If the Proposer intends to subcontract for portions of the work, the Proposer should include specific designations of the tasks to be performed by the subcontractor.

6. Relevant Corporate Experience
   a. The proposal should indicate the Proposer has a record of prior successful experience in the design and implementation of services for pregnant women who are intravenous drug users, pregnant women, and intravenous drug users sought through this RFI. If Proposer does not have previous experience with specific services, describe other successful implementations and/or how Proposer will overcome lack of experience (i.e. hiring experienced staff). Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFI. All experience under this section should be in sufficient detail to allow an adequate evaluation by MHSD.

   b. In this section, a statement of the Proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, Proposer should so state.

7. Personnel Qualifications

a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of Proposer's personnel in implementing similar services to those to be provided under this RFI will be evaluated.

b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.

c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.

d. Key personnel and the percentage of time directly assigned to the project should be identified.

e. Resumes of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
    i. Experience with Proposer
    ii. Previous experience in projects of similar scope and size
    iii. Where personnel have previously worked providing similar services, résumé data should include responsibility and position
    iv. Educational background, certifications, licenses, special skills, etc.

f. If subcontractor personnel will be used, the Proposer should clearly identify these persons, if known, and provide the same information requested for the Proposer's personnel.

8. Corporate Financial Condition
    a. The organization's financial solvency will be evaluated. The Proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to MHSD the Proposer's financial resources sufficient to conduct the project.
c. Organization must show ability to have sufficient cash flow to finance up to three (3) months of the contract period if reimbursement is delayed.

9. Cost and Pricing Analysis

   The services provided will be paid through fee-for-service using the rate approved by the state of Louisiana. Proposer should describe capacity for delivering services including number of schools/students.

10. HIPAA Compliance Audit:

    The service provider should demonstrate that they have completed yearly threat assessments of their medical/behavioral health records system and procedures as required by HIPAA.

IV. Evaluation Process and Contracting

A. Review Committee

Evaluations will be conducted by a Proposal Review Committee.

B. Scoring

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

C. Evaluation Criteria

The criteria and assigned weights are:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	15
Work Plan	30
Corporate Experience	20
Qualifications of Personnel	20
Financial Condition	15
Total Points	**100**

D. Announcement of Award

MHSD will award the contract to the Proposer with the highest graded proposal and deemed to be in the best interest of MHSD.

Upon review and approval of the award, MHSD will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of MHSD, the District may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

E. Contract Award and Execution

MHSD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFI, including any addenda and the proposal of the selected Contractor(s) will become part of any contract initiated by MHSD.

Proposers should address the specific language in the RFI and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, MHSD may elect to cancel the award and award the contract to the next-highest-ranked Proposer.
MHSD may award to a single Proposer or to multiple Proposers.

F. Contract Negotiations

If for any reason, the Proposer(s) whose proposal(s) are most responsive to MHSD's needs, evaluation factors set forth in the RFI considered, does not agree to a contract, that proposal shall be rejected and MHSD may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

MHSD
METROPOLITAN HUMAN SERVICES DISTRICT

ATTACHMENTS

I. Transmittal Statement

Transmittal Statement ATTACHMENT I

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

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

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

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

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

1. The information contained in its response to this RFI is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFI.

Authorized Signature:
Typed or Printed Name:
Title:
Company Name: