

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

1. 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 that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, political beliefs, disabled veteran, veteran Policies and the standards of JCAHO (L.D. 1.3.4.1.1)
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality.
3. The State Legislative Auditor, Office of the Governor, D.O.A. Auditors and Agency auditors or those designated by Agency shall have the Option of auditing all accounts pertaining to this contract. Contractor is expected to comply with federal and/or state laws 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 and audit report shall be sent to the Chief Executive Officer of the Agency, attention Division of Fiscal Management and the contracting office within 30 days of execution. Records shall be made available during normal working hours. Contractor grants to the State of Louisiana through the Office of the Legislative Auditor, LSU – Health Care Services Division, Inspectors General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as maybe promulgated by the Agency. Subrecipient contract: Contractor shall furnish Agency with three (3) copies of an audit covering funds awarded under this contract. Such audit shall be conducted by an independent certified public accountant or the Legislative Auditor of the State of Louisiana. The audit shall be conducted with generally accepted governmental auditing standards contained in the Governmental Auditing Standards-Standards of Audit for Governmental Organizations, Programs, Activities and Functions issued by the United States General Accounting Office; PL 98-502 (Single Audit Act of 1984), the provision of the Office of Management and Budget Circular A-128. Audits of State and Local Government and any other applicable State and/or Federal regulations. Non-profit organizations should refer to the Office of Management and Budget Circulars A-110 and A-133. The audit report shall be sent within thirty (30) days after the completion of the audit, but not later than six (6) months after the end of the audit period.
4. Contractor agrees to retain all books, records and other documents relevant to the contractor and funds expended there under 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 CEO, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without 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 with such approval. Notice of any such assignment or transfer shall be promptly furnished to the State.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation.
7. 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 as expressed or specified in the agreement. In cases, where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions". It is further agreed that contractor accepts payment made under the terms of the agreement in full for services delivered.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate on proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
9. Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets or any other material related to this contract shall become the property of the state.

11. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval Agency (which approval shall be attached to the original agreement). Any subcontractors 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 such approval by Agency or any subcontractor 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 subcontractor shall relieve the Contractor of the responsibility for the performance of any subcontractor.
12. Any alteration, variations, modifications, or waivers of provision 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.
13. 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 for costs that are available.
14. This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved by required authorities of the Department. (If over \$20,000, this contract is not effective until approved by the Director of the Office of Contractual Review in accordance with La.R.S. 39:1502. It is the responsibility of the contractor to advise hospital in advance if contract funds or contract terms may be insufficient to complete contract objectives.)
15. Any amendment to this contract shall not be valid until it has been executed by the Chief Executive Officer or other designated authority of the Office which is a party to the contract, and the Contractor and approved by required authority of the Department, and; if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration.
16. Any contract disputes will be interpreted under applicable Louisiana laws.
17. The state may terminate the contract at any time by giving thirty (30) days written notice to the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. If Agency is not satisfied with services provided by any individual under this contract, Agency shall give notice to Contractor to act within 30 days to remove that individual and provide a replacement.
18. Any claim or controversy arising out of this contract shall be resolved by the provision of LSA-R.S. 39:1524 through 1526.
19. The state may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that the state shall give the contractor written notice specifying the contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the state may, at its option, place the contractor in default and the contract shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the state to comply with the terms and conditions of this contract; provided that the contractor shall give the state written notice specifying the state's failure and a reasonable opportunity for the state to cure the defect.
20. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
21. Contractor will adhere to the contract agency's compliance plans and policies, as well as Medicare and Medicaid regulations, if applicable to the contractor, and applicable state and federal laws. The contractor will inform the contract agency administration if the federal government levies any sanctions or exclusions against the contractor, their agency, employees, subcontractors, or any person(s) affiliated with their agency. It will be the responsibility of the individual contractor or subcontractor to notify this agency if any sanction or exclusion has been levied against them regardless of their agency notification.
22. Contractor is hereby prohibited from billing any individual, patient, physician, or any other third party for services rendered under this agreement unless specified in the contract terms.
23. Indigent Care patients will not be billed for services rendered by a physician on contract with LSU Health Care Services Division.

The Code of Conduct of the LSU - Health Care Services Division (HCSD) provides the guiding standards for our decisions and actions as members of the HCSD. Although the Code can neither cover every situation in the daily conduct of our varied activities, nor substitute for common sense, individual judgment or personal integrity; it is the duty of each officer, director, employee, leased employee, student and agent ("Personnel") of the HCSD to adhere, without exception, to the principles set forth herein. All Personnel of the HCSD are subject to and shall comply with the terms of this Code of Conduct.

HCSD Personnel, as defined above, shall comply with all applicable state and federal laws, regulations, and HCSD policies.

HCSD Personnel shall conduct all activities in accordance with the highest ethical standards of the state, the community, and their respective professions, in a manner that upholds HCSD's reputation and standing.

HCSD Personnel have a duty to avoid conflicts of interest and may not use their positions or affiliation with the HCSD for personal benefit.

HCSD Personnel shall strive to attain the highest standard of patient care as stated in the HCSD Mission.

The HCSD shall provide equal opportunity and Personnel shall respect the dignity of all patients and personnel.

HCSD Personnel must uphold the highest moral and ethical standards in education of health professionals and health related research.

HCSD Personnel shall maintain proper accurate and complete records and a relationship of integrity with all payor sources.

All business practices of the HCSD and its Personnel shall be conducted with honesty and integrity.

HCSD shall have proper regard for health and safety for its Personnel and patients.

The Code of Conduct is the fundamental basis for the operation and activities of the HCSD.

How to Report a Suspected Violation of the Code

A suspected violation of the Code of Conduct may be reported with all pertinent information to your immediate supervisor. Such matters may also be reported directly to the Compliance Department without fear of retaliation.

HCSD Compliance Office 225-922-0572

Compliance Access Line at 1- 800-735-1185.

Reports to the Compliance Office or Access Line may be anonymous

And will be maintained on a confidential basis as allowed by law.

View the entire HCSD Code of Conduct at <http://www.lsuhs hospitals.org/policies/Public/default.asp> .

From the right side of the page click on [8500 Compliance](#) and then [8501-08 Code of Conduct](#).

CFMS # _____ CONTRACTOR _____

GOALS/OUTCOMES/PERFORMANCE MEASURES/MONITORING PLAN

GOAL/PURPOSE

OUTCOMES RELATED TO PAYMENT

OUTCOMES RELATED TO QUALITY OF SERVICES PROVISION

Performance Indicators

Monitoring Plan

OUTCOMES RELATED TO QUALITY OF SERVICES PROVISION

Performance Indicators

Monitoring Plan

SUMMARY OF INFORMATION

Page 1 of 3

Proposed Provider:

Contract Dates:

BA-22 Attached: X

Certification Requirements: (Check applicable items)

1. Either no employee of this agency is both competent and available to perform the services called for by the proposed contract and/or the services called for are not the type readily susceptible of being performed by persons who are employed by the State on a continuing basis.
2. The services are not available as a product of a prior or existing professional, personal contract.
3. When applicable, the requirements for consultant contracts, as provided for under R. S. 39:1503-1507, have been complied with (proper documentation should be provided).
4. The using agency has developed and fully intends to implement a written plan providing for: The assignment of specific using personnel to a monitoring and liaison function. Identify name of individual of staff unit responsible for monitoring this contract.

Name: _____ Phone No. _____

Location: _____

Summary of Monitoring Plan. (This must include periodic review of specified reports, documents, exception reporting, or other indicia of performance, etc.) Additional pages may be attached if necessary.

The ultimate use of the final product of the services: (Specify)

5. Respond to questions "A" or "B" on all contracts except those funded by Other Charges (2600 series) of Budget:

A. What critical services will go unprovided and to whom: _____

B. How many hours will the contractor have to work? _____

6. A completed monitoring report will be submitted to the Office of Contractual Review within 60 days after termination of contract.

7. **For Personal, Professional, consulting Contracts not exceeding \$20,000.**

The services have not been artificially divided so as to constitute a small purchase (not exceeding \$20,000)

8. A cost-benefit analysis has been conducted which indicates that obtaining such services from the private is more cost effective than providing such services by the agency itself or by an agreement with another state agency and includes both a short-term and long-term analysis and is available for review.

Summary of Information

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- 9. The cost basis for the proposed contract is justified and reasonable. (Documentation available upon request).
- 10. The purpose, duration, goals, objectives, measures of performance, and a Plan for monitoring this contract has been established. Also, an employee of this agency has been assigned as the monitor of this contract.

PRIOR CONTRACT INFORMATION MUST BE FILLED OUT (IF NO PRIOR CONTRACT PUT N/A)

Prior contract services provided by: _____

LSU-HCSD # _____ CFMS# _____ EFF: _____ TERM: _____

Amount \$ _____

PRIOR MONITORING REPORT SUBMITTED ON THIS CONTRACTOR _____

Certification of Minimum Contract Content

YES NO

- 01. Contains a date upon which the contract is to begin and upon which the contract will terminate.
- 02. Contains a description of the work to be performed and objectives to be met.
- 03. Contains clearly written goals/objectives.
- 04. Contains an amount and time payments to be made.
- 05. Contains an amount and time payments to be made.
- 06. Contains a description of reports or other deliverables to be received, when applicable.
- 07. Contains a date of reports or the deliverables to be received when applicable.
- 08. When a contract includes travel and/or other reimbursable expenses, it contains language to effect the following:
 - A. Travel and other reimbursable expenses shall constitute part of the total maximum payable under the contract;
 - OR
 - B. No more than (a certain sum) of the total maximum amount payable under this contract shall be paid or received as reimbursement for travel and other reimbursable expenses; AND
 - C. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (The State General Travel Regulations).
- 09. Contains the responsibility for payment of taxes.
- 10. Contains circumstances under which the contract can be terminated either with or without cause and contains the remedies for default.
- 11. Contains a statement giving the Legislative Auditor the authority to audit records of the individual(s) or firm(s).
- 12. Contains an assign ability clause as provided for under LAC-4:4.
- 13. Budget Form BA-22, fully completed and attached to back of each contract.

Determination of Contractor's Responsibility

- 01. Had adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- 02. Has the necessary experience, organization, technical qualifications, skills and facilities or has the ability to obtain them (including probable subcontractor arrangements).
- 03. Is able to comply with the proposed or required time of delivery or performance schedule.

Summary of Information

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- 04. Has a satisfactory record of integrity, judgment and performance (contractors which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, in the absence of evidence to the contrary or compelling circumstances are presumed to be unable to fulfill this agreement.
- 05. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 06. If a contract for a consulting service is for \$50,000 or more, the head of the using agency has prepared, signed and placed in the contract file a statement of the facts on which a determination of responsibility of offeror or potential subcontractors have been filed with the statement.
- 07. On subcontracting, it has been established that contractors recent performance history indicates acceptable subcontracting systems; or, major subcontractors have been determined by the heads of the using agency to satisfy this standard.

R.F.P. CONSULTING CONTRACTS FOR \$50,000 or MORE; UNLESS DETERMINED EXEMPT AS PER ACT 673 OF 1985, R.S. 39:1494.1 (A)

_____ Contract file attached and this includes:

Criteria for selection: _____ Proposals _____ Pertinent Documents _____ Selection Memorandum

Prepared by:

(Phone Number)

Contact Person:

(Phone Number)

Signature _____
(Your Administrator or CFO)
(Title)