



Bobby P. Jindal
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

LOUISIANA



Department of
HEALTH and
HOSPITALS

Alan Levine
SECRETARY

July 8, 2008

Emmett Dammon
Dammon Engineering, Inc.
PO Box 2830
Slidell, LA 70459

Mr. Dammon:

The attached is a copy of the proposed contract between Dammon Engineering, Inc. and Southeast Louisiana Hospital. Please review this contract, and if you are in agreement with its content, please sign as indicated and return to my attention (envelope enclosed).

Also, please ensure that a completed Board Resolution and a copy of your Disclosure of Ownership is attached to the contract. If you have any questions or concerns regarding this contract, please call me at (985) 626-6482. Otherwise, please ensure that this contract is returned to my office at the address below no later than Friday, July 25, 2008.

Respectfully,

Connie L. O'Hern
Contracts Reviewer

SOUTHEAST LOUISIANA HOSPITAL
One Team With A Mission: Hope, Empowerment, Recovery
OFFICE OF MENTAL HEALTH • SOUTHEAST LOUISIANA HOSPITAL
P.O. BOX 3850 • MANDEVILLE, LOUISIANA 70470-3850
PHONE #: 985/626-6482 • FAX #: 985/626-6466
"AN EQUAL OPPORTUNITY EMPLOYER"

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

CFMS:
DHH:
Agency # 333

**Office of Mental Health
Area A - Southeast Louisiana Hospital
AND**

Dammon Engineering, Inc.

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation) Dammon Engineering, Inc.			5) Federal Employer Tax ID# or Social Security # 72107564800 (Must be 11 Digits)	
2) Street Address 819 Robert Blvd.			6) Parish(es) Served 52	
City Slidell	State LA	Zip Code 70458	7) License or Certification # N/A	
3) Telephone Number (985) 649-5832			8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4) Mailing Address (if different) PO Box 2830				
City Slidell	State LA	Zip Code 70459	8a) CFDA#(Federal Grant #)	

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

Contract designer shall provide all architectural services in preparing all specifications, drawings and documents necessary to permit SELH to solicit bids to install a new steam boiler approximately 50 HP skid package type boiler (such as Fulton Steam Boiler Mod. #VMP-50) at the hospital's Main Boiler Room (see Attachment #2, Statement of Work).

Contractor will comply with applicable Joint Commission standards, state & federal regulations, and hospital policy and procedures as they relate to Health History, annual PPD testing for tuberculosis, drug testing, criminal background checks, orientation and annual updates. A signed confidentiality statement must be maintained in the contractor's file.

10) Effective Date 08-15-2008	11) Termination Date 06-30-2009
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount** \$ 16,433.00

14) **Terms of Payment**

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract. The SELH employee responsible for monitoring the contract shall also be responsible for signing and approving the invoices for the contractor. Contractor shall be paid based on the Actual Final Construction cost, in accordance with Attachment #3: Fee Calculation Worksheet, not to exceed \$16,433.00.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Kirk	Last Name Davis
	Title Associate Facility Maintenance Director	Phone Number (985) 626-6314

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

Attachment 1: HIPAA Addendum	Exhibit A: Board Resolution
Attachment 2: Statement of Work	Exhibit B: Disclosure of Ownership
Attachment 3: Fee Calculation Worksheet	

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the originating DHH Office.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
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 his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

11. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
12. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
13. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..
14. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
15. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
18. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

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

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

Dammon Engineering, Inc.

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

SIGNATURE _____ **DATE** _____
Emmett G. Dammon
NAME _____
President
TITLE _____

SIGNATURE _____ **DATE** _____
Alan Levine
NAME _____
Secretary, Department of Health and Hospitals
TITLE _____

Area A - Southeast Louisiana Hospital

Office of Mental Health

SIGNATURE _____ **DATE** _____
Patricia Gonzales, LCSW, ACSW
NAME _____
Chief Executive Officer
TITLE _____

SIGNATURE _____ **DATE** _____
Jennifer R. Kopke, MA LAC
NAME _____
Assistant Secretary
TITLE _____

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment #1 to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:
 In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

GOALS/OBJECTIVES:

Contract designer shall provide all architectural services in preparing all specifications, drawings and documents necessary to permit SELH to solicit bids to install a new steam boiler approximately 50 HP skid package type boiler (such as Fulton Steam Boiler Mod. #VMP-50) at the hospital's Main Boiler Room.

Designer is to ensure that the steam boiler is sized appropriately to supply the hospital's summer steam load demand. Demand includes three domestic hot water heat exchangers at E & G equipment rooms and the Main Kitchen equipment room. Designer shall ensure that same boiler will fit the physical size requirements and mechanical requirements to be installed at designated location at the boiler room with as little dismantling of doors, pipes or other fixtures as possible. Job specifications are to include modifying or returning any of these changes made during installation to its preexisting condition. Designer will monitor construction of the project during the entire construction process, through the completion of construction and start up. All work shall be coordinated with the DHH Engineering Division to ensure specifications, drawings, and related documents meet the approval of that division; contractors work shall meet all national, state, and local codes and requirements.

OUTCOMES:

Complete specifications, drawings, and documents necessary for the bid solicitation for the proposed work approved by DHH Engineering. These documents shall be provided no later than 60 days from start of contract.

Performance Indicators:

Contract designer shall:

- Provide all prints, drawings and documents necessary for the installation of the new boiler.
- Provide consultation and be available to potential proposer's during the bid process within the guidelines established by State Purchasing, Dept. of Administration, State of Louisiana ;
- Monitor construction of the project during the entire construction process, through completion of construction and start up.

Monitoring Plan:

- The Facility Manager, or designee, shall receive & review all documentation, and will ensure that all documentation is sufficient for placing this boiler installation project out for bid.

*DHH Engineering & Architectural Services shall be permitted review and comment on the construction documents.

Facility Name: SOUTHEAST LOUISIANA HOSPITAL
 Project Name: BOILER REPLACEMENT
 Project Number:

ATTACHMENT #3: FEE CALCULATIONS

AFC	1975 BCI	Current BCI	1975 CPI	Current CPI	Fee %	Basic Design Fee	Modification Factor	Renov Factor	Design Fee (with Mod & Renov Factors)
\$115,000.00	1306	4485	53.8	207.3	10.1881	\$13,145.88	1.00	1.25	\$16,432.35

NOTES:

According to the 2006 FP&C Procedure Manual, both Modification Factor and Renovation Factor must be taken into account. Modification Factor represents the level of complexity of the project (see FP&C Procedure Manual Article 5 "Compensation" item 5.2, for guidelines). The majority of DHH projects will use a Modification Factor of 1.00, however this value may vary from 0.85 to 1.15. Renovation Factor normally varies from 1.15 to 1.25, with 1.25 as a maximum. Both factors may be edited freely in this spreadsheet. Spreadsheet results are based on the 2006 FP&C Procedure Manual (fee formulas) and the 2008 Current BCI & Current CPI. Update formula & data as required. Visit FP&C website for updates.

Project Component	with Basic Design Fee	includes Mod & Renov Factors
Land Acquisition	\$0.00	\$0.00
Planning	\$13,145.88	\$16,432.35
Construction	\$115,000.00	\$115,000.00
Misc/Contingency	\$11,500.00	\$11,500.00
Movable Equipment	\$0.00	\$0.00
Total Project Costs	\$139,645.88	\$142,932.35

NOTE: Misc/Contingency (above) = 10% of Construction

LEGEND: Mod - Modification
 Renov - Renovation

Planning + Construction	\$131,432.35
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