

REQUEST FOR PROPOSALS
for
Community-Based Supportive Services for
People Living with HIV
Issued by
STATE OF LOUISIANA
Office of State Procurement



SOLICITATION NUMBER **Doc1582374998**

RFP WEBSITE: <https://discovery.ariba.com/rfx/23201079>



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RFP Overview

I. Introduction

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute [39:1595](#) from qualified Proposers who are interested in providing community-based supportive services to persons living with Human Immunodeficiency Virus (HIV).

The State intends to award to multiple Proposers.

II. General Information and Instructions

A. RFP Contact. The following individual is the sole contact for this RFP:

Andrew Rasco
State Procurement Analyst
State of Louisiana Office of State Procurement
Andrew.Rasco@la.gov

B. RFP Website. This RFP is available in electronic form at the Louisiana eProcurement Solutions by Ariba (LESA) website by navigating to <https://discovery.ariba.com/rfx/23201079> and clicking Respond to Posting.

C. RFP Documents. This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the State to the RFP Website, as amended:

1. [Attachment A, Standard RFP Terms and Conditions](#)
2. [Attachment B, Special RFP Terms and Conditions](#)
3. [Attachment C, Scope of Work](#)
4. [Attachment D, RFP Evaluation Plan](#)
5. [Attachment E, Sample Contract](#)
6. [Attachment F, Protest Information](#)
7. [Attachment G, Hard Copy Proposal Submittal](#)
8. [Attachment H, Proposal](#)

D. Schedule of Events.

Event	Date	Time (CT)
RFP posted and Blackout Period begins	06/03/2025	
Pre-Proposal Conference	06/16/2025	1:00 PM
Deadline to submit questions	06/24/2025	11:59 PM
Proposal opening date (Proposal submission deadline)	07/08/2025	10:00 AM

Attendance at the RFP Pre-proposal Conference is optional, and registration is required at: <https://doa-ospla.zoom.us/meeting/register/uDhisSbSRu2-IJuK6DCedg>.

Responses to questions should be posted no later than 14 calendar days prior to proposal opening date.

Dates and deadlines are subject to change. Proposers should continue checking the RFP Website for the most up-to-date information.



E. How to Ask Questions.

1. **Read and review this RFP, including all attachments, exhibits, and addenda.**
2. For questions about the content of this RFP, submit your questions through the Event Messages section of this RFP in LESA. Questions must reference the specific section of the RFP to which the question relates. Only those questions received by the established deadline shall be considered by the State.
3. For assistance with technical issues associated with the RFP Website, contact .

F. How to Respond.

1. **Read and review this RFP, including all attachments, exhibits, and addenda.**
2. Prepare a proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in Attachment H, **Proposal**;
 - d. Clearly demonstrates your ability to meet the Scope of Work described in Section III, Scope of Work and Term of Contract and Attachment C, **Scope of Work**; and
 - e. Includes all required submissions identified in Section IV, Proposer Response.
3. Submit your proposal by the proposal opening date:
 - a. electronically via LESA; or
 - b. via Hard Copy by following the instructions in Attachment G, **Hard Copy Proposal Submittal**.

III. Scope of Work and Term of Contract

A detailed description of the Deliverables being sought through this RFP is attached as Attachment C, **Scope of Work**.

The term of any contract resulting from this RFP shall be for an initial period of 36 months to begin on or about October 1, 2025 and to end on or about September 30, 2028, unless otherwise terminated in accordance with the termination provisions of the Contract.

At the option of the State and acceptance of the Contractor, the contract may be extended for two additional 12 month periods at the same prices, terms, and conditions.

Prior to the extension of the Contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract Amendment to the Office of State Procurement (OSP) to extend the Contract terms beyond the 36 month term.

IV. Proposer Response

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the RFP. The State encourages all Proposers to submit proposals electronically through LESA. However, Proposers may submit proposals either through LESA or via Hard Copy. The proposal must be submitted in LESA or received in Hard Copy by the Office of State Procurement (OSP) on or before the date and time specified in the Schedule of Events. Fax and email submissions are not acceptable.

- A. LESA Proposal Submittal.** Proposers are strongly encouraged to submit their proposal electronically via LESA by answering all questions and attaching additional documentation as requested. If the Proposer does not have an SAP Ariba Business Network account, Proposer



should register at <http://louisiana.sourcing3.ariba.com/ad/selfRegistration>. SAP Ariba provides support if needed at <https://helpcenter.ariba.com/index.html?sap-language=en#/help>.

B. Hard Copy Proposal Submittal. Proposers with the inability to submit their proposal electronically via LESA may submit their proposal via Hard Copy to OSP. See Attachment G, **Hard Copy Proposal Submittal** for details regarding Hard Copy submittal.

C. Required Submissions. The following must be submitted with your proposal:

1. Any response required to be submitted directly through the RFP Website;
2. Completed and signed Attachment H, **Proposal**;
3. Redlined copy of Attachment E, **Sample Contract**, if proposing modifications; and
4. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information.

Note: Microsoft Word versions of the attachments are available in the RFP Website by clicking References in the appropriate section.

D. Other Documents. The following are informational only and do **not** need to be submitted with your proposal:

1. This RFP Overview
2. Attachment A, Standard RFP Terms and Conditions
3. Attachment B, Special RFP Terms and Conditions
4. Attachment C, Scope of Work
5. Attachment D, RFP Evaluation Plan
6. Attachment E, Sample Contract (unless proposing modifications)
7. Attachment F, Protest Information
8. Attachment G, Hard Copy Proposal

E. Proposal Opening. Any Proposer who would like to view the opening of this RFP can access the following link, at the date and time of this proposal opening:

<https://doa-ospla.zoom.us/j/2697438343>

This link will provide you with live audio and video access to this proposal opening. The link will be live at 9:45 AM (Central Time) on the date of proposal opening. Only the name of the Proposers submitting proposals shall be identified aloud.

V. Evaluation and Award Process

A. State Evaluation Committee.

1. The State will utilize a committee whose members have expertise in various areas to evaluate all proposals.
2. The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

B. Proposals will be sealed until the proposal opening date and time. After opening, proposals will be evaluated in stages for the purpose of selecting the proposal(s) most advantageous to the State, taking into consideration price and the other evaluation factors as set forth in this section and further detailed in Attachment D, **RFP Evaluation Plan**.

1. **Stage 1: Initial Responsiveness.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in



- accordance with Attachment A, **Standard RFP Terms and Conditions** and Attachment B, **Special RFP Terms and Conditions**.
2. **Stage 2: Mandatory Minimum Requirements.** Complete and responsive proposals will be reviewed for compliance with Mandatory Minimum Requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment D, **RFP Evaluation Plan** may be rejected in accordance with Attachment A, **Standard RFP Terms and Conditions** and Attachment B, **Special RFP Terms and Conditions**.
 3. **Stage 3: Technical Criteria.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment D, **RFP Evaluation Plan**. A consensus-based evaluation process shall be used to evaluate responses. For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation (if applicable), the Proposer shall achieve a minimum score equivalent to 50% of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the Technical Proposals will not be evaluated further and will be ineligible for award.
 4. **Stage 4: Cost and Veteran and Hudson Initiative.** Financial Proposals and Veteran and Hudson Initiative (if applicable), for proposals not rejected following evaluation of Technical Criteria, will be evaluated in accordance with Attachment D, **RFP Evaluation Plan**.
 5. **Stage 5: Written or Oral Discussions/Presentations, if required.** The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide a written or oral discussion or presentation of how they propose to meet the Using Agency's objectives in accordance with Attachment A, **Standard RFP Terms and Conditions**. Written or oral discussions/presentations may be held prior to Stage 4 at the State's sole discretion.
 6. **Stage 6: Best and Final Offer (BAFO), if required.** The State reserves the right to conduct a BAFO with one or more Proposers determined by the State Evaluation Committee to be reasonably susceptible of being selected for award in accordance with Attachment A, **Standard RFP Terms and Conditions**.
- C. **Determination of Responsibility.** Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code, Title 34, Part V. The State must find that the selected Proposer:
1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 2. Has the necessary experience, organizations, technical qualifications, skills, and facilities, or has the ability to obtain them;
 3. Is able to comply with the proposed or required time of delivery or performance schedule;
 4. Has a satisfactory record of integrity, judgment, and performance; and
 5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- D. After evaluations are completed, written recommendation for award shall be made to OSP for the responsible Proposer whose proposal, conforming to this RFP, will be the most advantageous to the State, price and other factors considered. The State Evaluation Committee may recommend rejecting any or all proposals to OSP if it is considered in the best interest of the State.
- E. Upon review and approval of the State Evaluation Committee's and Using Agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer in accordance with Attachment A, **Standard RFP Terms and Conditions**.



Attachment A, Standard RFP Terms and Conditions

This RFP and Proposer's participation therein is subject to the following terms and conditions. **In the event of a conflict between the Standard RFP Terms and Conditions and the Special RFP Terms and Conditions, the Special RFP Terms and Conditions shall govern.**

I. Definitions

- A. Agency** means any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. Award** means the issuance of a "Notice of Intent to Award" letter to one or more successful Proposers.
- C. Can** denotes a permissible action.
- D. Contract** means a legal binding agreement, resulting from this RFP, between the State and the awarded Contractor(s).
- E. Contractor** means a Proposer with whom the State executes a Contract resulting from this RFP.
- F. Day** means a calendar day, unless explicitly identified otherwise.
- G. Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- H. Discussions** means a formal, structured means of conducting written or oral communications/presentations with Proposers who submit proposals in response to this RFP.
- I. DOA** means the Louisiana Division of Administration.
- J. LESA** means Louisiana eProcurement Solutions by Ariba.
- K. May** denotes an advisory or permissible action per La. R.S. 39:1556(34).
- L. Must** denotes mandatory requirements.
- M. OSP** means the Louisiana Office of State Procurement.
- N. Proposal** means the document(s), data, information, and other media submitted by a Proposer in response to this RFP, including information submitted directly through the RFP Website and information submitted after the proposal opening date at the request of the State.
- O. Proposer** means an entity or individual submitting a proposal in response to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- P. RFP** means this request for proposals, including all attachments and exhibits and any information posted by the State to the RFP Website, as amended.
- Q. RFP Website** means the location of this RFP in LESA.
- R. Shall** denotes mandatory requirements per La. R.S. 39:1556(53).
- S. Should** denotes a desirable action.
- T. State** means the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
- U. Using Agency** means the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this RFP pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
- V. Will** denotes mandatory requirements.

II. Governing Law and Venue

- A.** All activities associated with this procurement shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in this RFP.



- B. Venue of any action brought with regard to all activities associated with this procurement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- C. Proposer and Proposer's participation in this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- D. All Deliverables proposed by Proposer must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP Documents

A. RFP Website.

- 1. The RFP Website is the sole source for official RFP documents and updates.
- 2. Documents from this RFP may be posted on multiple websites, including Using Agency websites and non-State procurement solicitation boards, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP may not be addressed or considered by the State.

B. RFP Addenda.

- 1. The State reserves the right to change the Schedule of Events or issue addenda to this RFP at any time. Information shared orally or in informal communications will not be considered an addendum unless documented in writing on the RFP Website.
- 2. It is the Proposer's responsibility to check the RFP Website frequently for any possible addenda that may be issued.
- 3. Proposer is wholly responsible for reviewing addenda and updates to the RFP Website, acknowledging addenda as required, and submitting a proposal that is responsive to and compliant with this RFP as amended.
- 4. The State is not responsible for a Proposer's failure to review or download any addenda documents required to complete and submit a proposal.

C. Waiver of Administrative Informalities.

- 1. The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

D. Conflicts and Issues.

- 1. The following should be brought to the attention of the State using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment F, Protest Information:
 - a. Any alleged conflict among the materials comprising this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
- 2. Any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b of this paragraph shall be filed no later than two days prior to the proposal opening date.
- 3. Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the Contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.



- E. Blackout Period.** The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of this solicitation. The Blackout Period will end when the Contract is awarded.

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

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

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

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

IV. Proposals

- A. Late Delivery or Non-delivery of Proposal.** Proposer is wholly responsible for ensuring Proposer's proposal is complete and submitted timely to the State in the format required by this RFP. The State will not accept a proposal after the proposal opening date and time.
- B. Legibility/Clarity.** Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response 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 this RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.
- C. Errors and Omissions in Proposal.** The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.



D. Proposal Changes Prior to Proposal Opening.

1. **LESA Proposals.** The Proposer may make changes within LESA at any time prior to proposal opening by editing the response.
2. **Hard Copy Proposals.** See Attachment G, **Hard Copy Proposal Submittal** for details regarding changes prior to proposal opening.

E. Withdrawal of Proposal Prior to Proposal Opening.

1. **LESA Proposals.** A Proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date and time. To accomplish this, a message must be sent through LESA requesting withdrawal of the submitted proposal.
2. **Hard Copy Proposals.** See Attachment G, **Hard Copy Proposal Submittal** for details regarding withdrawal of the proposal prior to proposal opening.

F. Material in the RFP. Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to this RFP.

G. Use of Subcontractors.

1. Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. The prime Contractor shall be responsible for all deliverables referenced in this RFP.
2. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

H. Financial Proposal.

1. Proposer must complete all required elements of Part 3: Financial Proposal of Attachment H, Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of the Financial Proposal may result in Proposer's proposal being deemed non-responsive.
2. Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Financial Proposal are accurate, even if formulas have been provided by the State as a courtesy.
3. Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.
4. Inclusion of cost or pricing information in any document other than the Financial Proposal may result in Proposer's proposal being deemed non-responsive.

I. Proposed Modifications to the Sample Contract.

1. The State may, but is not obligated to, consider proposed modifications to Attachment E, **Sample Contract**.
2. Proposer-specific modifications to Attachment E, **Sample Contract**, may be proposed as part of Proposer's proposal in Part 5: Proposed Modifications to Sample Contract of Attachment H, **Proposal**, but are strongly discouraged. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.
3. The following will not be considered by the State:
 - a. Any proposed modification of a non-negotiable term listed in Part 5: Proposed Modifications to Sample Contract of Attachment H, **Proposal**;
 - b. Any proposed modification not submitted with Proposer's proposal in Part 5: Proposed Modifications to Sample Contract of Attachment H, **Proposal**;



- c. Any proposed modification not accompanied by an explanation as required in Part 5: Proposed Modifications to Sample Contract of Attachment H, **Proposal**;
 - d. Any proposed modification not reflected in redlined edits to the Sample Contract and submitted with Proposer's proposal; and
 - e. Any proposed modification merely referencing another document or a URL.
 - 4. Proposers may propose additional terms but must include them in Part 5: Proposed Modifications to Sample Contract of Attachment H, **Proposal** and must clearly identify where any terms conflict with the Sample Contract.
- J. **Proposal Contact.** Proposers should ensure that the contact information associated with the Proposer's SAP Ariba Business Network account is current throughout the RFP process. The Proposal Contact identified by Proposer in Part 1, Proposer Information, Acknowledgements, and Certifications of Attachment H, **Proposal**, must be able to respond timely to communications from the State. Proposer must, within 24 hours, notify the State of any change to Proposer's Proposal Contact. Proposer is wholly responsible for ensuring communications received by Proposer's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
- K. **Proposal Development Costs.** The State shall not be liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.
- L. **Proposal Validity.** All proposals shall be considered valid for acceptance until such time an award is made. Award should be made within 180 days.
- M. **Ownership of Proposals.** All materials submitted in response to this RFP become the property of the State. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the proposal are not transferred to the State.
- N. **Business Confidentiality, Trade Secrets, and Proprietary Information.**
 - 1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The Financial Proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
 - 2. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement 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 Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
 - 3. If Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Part 6: Claim of Business Confidentiality of Attachment H, **Proposal**, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such.
 - 4. If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.
 - 5. Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as



containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

6. The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
7. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

O. Evaluation and Selection. A consensus-based evaluation process shall be used to evaluate responses. The State Evaluation Committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination. The committee reserves the right to make an award recommendation without further discussion of the proposal submitted based on the initial offers received.

P. Written or Oral Discussions/Presentations.

1. The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the Using Agency's objectives.
2. Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final Contract.
3. Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.
4. The State reserves the right to adjust the original scores based on the information received in the oral presentations, if conducted, using the original evaluation criteria. The cost score will remain unchanged.

Q. Best and Final Offers (BAFO).

1. The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.
2. The written invitation to participate in a BAFO will not obligate the State to enter into a contract.

R. Notice of Intent to Award.

1. The "Notice of Intent to Award" letter is the notification of the award of the Contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final Contract and approval by the Division of Administration, Office of State Procurement.
2. OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and



recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

3. Any person aggrieved by the proposed award has the right to submit a protest by using the process described in Attachment F, **Protest Information**. Issuance of the "Notice of Intent to Award" letter starts the protest period.

S. Contract Negotiations.

1. This RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State. The mandatory RFP requirements shall become contractual obligations. The State reserves the right to contract for all or a partial list of supplies and/or services offered in the proposal.
2. Negotiation may include revision of any non-mandatory terms or conditions included in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal, pricing, and clarification of the scope of work.
3. If for any reason, after final evaluation and issuance of the "Notice of Intent to Award" letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in this RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.
4. 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, the State may elect to cancel the award and award the Contract to the next most advantageous responsible Proposer.
5. OSP must approve the final Contract to complete the process.

T. Secretary of State Requirements.

1. In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

V. Rights Reserved To the State

A. Rejection of Proposals.

1. Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.
2. In accordance with the provisions of La. R.S. 39:2192, in awarding contracts, any public entity is authorized to reject a proposal or bid from, or not award the Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

B. Cancellation.

1. The State may cancel this RFP at any time if the State determines that cancellation is in the best interest of the State.



C. Proposer's Cooperation.

1. Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

D. No Guarantee of Quantities.

1. The quantities referenced in this RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State to increase or decrease the amount, at the unit price stated in the proposal, if applicable.
2. Neither the State nor Using Agency obligates itself to contract for or accept more than their actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds.



Attachment B, Special RFP Terms and Conditions

I. Project-Specific Definitions

- A. **ADR** means AIDS Drug Assistance Program Data Report.
- B. **AIDS** means Acquired Immunodeficiency Syndrome.
- C. **CAPER** means Consolidated Annual Performance and Evaluation Report.
- D. **CAREWare** means the free, electronic health and social support services information system for Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Program recipients and providers.
- E. **CLAS** means Culturally and Linguistically Appropriate Services.
- F. **CQI** means Continuous Quality Improvement.
- G. **CSV** means Comma-Separated Values.
- H. **DHHS** means Department of Health and Human Services.
- I. **EFA** means Emergency Financial Assistance.
- J. **FIPS 104-2** means Federal Information Processing Standard Publication 140-2.
- K. **HIPAA** means the Health Insurance Portability and Accountability Act.
- L. **HITECH** means the Health Information Technology for Economic and Clinical Health Act.
- M. **HIV** means Human Immunodeficiency Virus.
- N. **HRSA** means Health Resources and Services Administration.
- O. **HOPWA** means Housing Opportunities for People with AIDS.
- P. **HUD** means U.S. Department of Housing and Urban Development.
- Q. **ISP** means Individualized Service Plan.
- R. **IST** means Information Security Team.
- S. **IT** means Information Technology.
- T. **LA HAP** means Louisiana Health Access Program.
- U. **LDH** means Louisiana Department of Health.
- V. **National HIV/AIDS Strategy (NHAS)** is a strategy developed by the White House's Office of National AIDS Policy as a roadmap to end the HIV Epidemic.
- W. **OAAS** means Office of Aging and Adult Services.
- X. **OBH** means Office of Behavioral Health.
- Y. **OCDD** means Office for Citizens with Developmental Disabilities.
- Z. **OMF** means Office of Management and Finance.
- AA. **OPH** means Office of Public Health.
- BB. **OS** means Office of the Secretary.
- CC. **OTS** means Office of Technology Services.
- DD. **OWH** means Office of Women's Health and Community Health.
- EE. **PHI** means Protected Health Information.
- FF. **PHP** means Permanent Housing Placement.
- GG. **PLWH** means Person/s Living with HIV.
- HH. **Project Period** means the contracting period generated from this RFP award.
- II. **Recipient** means the entity directly awarded a Federal award; this entity is also a pass-through entity when it issues sub-awards.
- JJ. **RSR** means Ryan White Services Report.
- KK. **Ryan White HIV/AIDS Treatment Extension Act** is the federal program legislation funding HIV care and treatment services for low-income people living with HIV.
- LL. **RWHAP** means Ryan White HIV/AIDS Program.
- MM. **SFTP** means Secure File Transfer Protocol.
- NN. **SHHP** means STI/HIV/Hepatitis Program.
- OO. **SMART** means Specific, Measurable, Assignable, Realistic and Timely.
- PP. **SOW** means Scope of Work.
- QQ. **STI** means Sexually Transmitted Infections.



- RR. STRMU** means Short-Term Rent, Mortgage, and Utility Assistance.
- SS. Sub-award** means award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. Source: 2 CFR 200.92.
- TT. Sub-awardee** means any sub-recipient having a legal agreement with a pass-through entity to provide services/carry out part of a Federal award, or the selected proposer of this RFP.
- UU. Sub-sub-awardee** means any subcontractor of a sub-recipient having a legal agreement with the sub-recipient to provide services/carry out part of a Federal award on behalf of the selected proposer of this RFP.
- VV. Sub-recipient** means a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. Source: 2 CFR 200.1.
- WW. T/TA** means Training and Technical Assistance.
- XX. TBRA** means Tenant-Based Rental Assistance.
- YY. U=U** means Undetectable equals Untransmittable, that a person living with HIV cannot transmit HIV to another person sexually if they have an undetectable HIV viral load.
- ZZ. UAR** means Uniform Administrative Requirements.
- AAA. XML File** means (Extensible Markup Language) data file.

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

- A.** The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.
- B.** If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.
- C.** During the term of the Contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.
- D.** In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.
- E.** In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).
- F.** If a Contract is awarded to a Proposer who proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good



- faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.
- G. The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.
 - H. The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.
 - I. The rules for the Veteran Initiative (LAC 19:IX Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.
 - J. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.
 - K. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg.
 - L. This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE



Attachment C, Scope of Work

I. Overview

The purpose of this RFP is to solicit proposals from qualified Proposers to provide community-based supportive services to persons living with Human Immunodeficiency Virus (HIV). People Living with HIV (PLWH) may encounter many social, financial, and other hardships over their life course living with HIV. The Ryan White Part B and HOPWA Support Services Program was implemented with federal funding from the Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS (Acquired Immunodeficiency Syndrome) Program (RWHAP), and the Housing and Urban Development (HUD) Housing Opportunities for People with AIDS (HOPWA) to provide a comprehensive system of HIV primary medical care, essential support services, and medications for low-income people living with HIV who are uninsured, underinsured, and underserved. HRSA and HUD provide grants to states, cities/counties, and local community-based organizations to provide treatment, care, and support services to people living with HIV to help individuals maintain stable housing arrangements, reduce risks of homelessness, improve access to care, improve health outcomes, and reduce HIV transmission.

Sub-awardees shall provide administrative, fiduciary, and direct social services for the Ryan White Part B and HOPWA Support Services Program through an array of services delivered to PLWH in Louisiana's Public Health Regions 3 through 9. A single Sub-awardee will be designated to provide services in each Public Health Region. The Contracts will provide efficient and effective service delivery to eligible clients and ensure that there is no duplication of services. Sub-awardees shall meet all requirements in the Ryan White Part B and HOPWA Service Standards and Service Definitions, including but not limited to, ensuring eligibility of all clients provided services and allow ability of services delivered as per the respective [Ryan White HIV/AIDS Program \(RWHAP\)](#) and [HOPWA](#) legislative requirements and [Uniform Administrative Requirements \(UAR\), Cost Principles, and Audit Requirements for Federal Awards](#).

II. Goals and Objectives

The goals of the Ryan White Part B and HOPWA Support Services Program RFP are to improve housing stability, reduce risks of homelessness, improve access to care, and improve health outcomes of low-income PLWH; and, to reduce onward HIV transmission in Louisiana. During Program Year 2023, over 90% of people engaged in the Ryan White Part B and HOPWA Support Services Program were estimated to be in HIV medical care and over 80% were virally suppressed. These outcomes align with the goals and objectives established by the National HIV/AIDS Strategy (NHAS). The Strategy is available in its entirety at <https://www.hiv.gov/federal-response/national-hiv-aids-strategy/national-hiv-aids-strategy-2022-2025>. Ongoing progress toward achievement of goals and objectives outlined in national and state-level HIV strategies shall be achieved and maintained through several key objectives:

1. Ensure that each of the seven LDH regions covered in this RFP (LDH regions 3-9) have geographic parity in the availability of Bundled Services for eligible clients, and that those clients are aware of the overall goal of reducing community viral load and in assisting clients with achieving viral suppression. Bundled Services include:
 - Non-Medical Case Management
 - HOPWA Case Management
 - Health Education/Risk Reduction
 - Outreach
 - Referrals
 - Ryan White Emergency Financial Assistance
 - Ryan White Housing
 - Medical Transportation
 - Psychosocial Support Services
 - Food bank or Food voucher Services
 - HOPWA Tenant Based Rental Assistance



2. Ensure that Optional Services funded through this RFP process reduce gaps in services needed by persons living with HIV and do not duplicate efforts or services currently available within the region. All service definitions and standards can be found at: (<https://louisianahealthhub.org/wp-content/uploads/2021/11/Service-Standards-RWB-HOPWA-11.22.21-Clarification-Update.pdf>).
- I. Ensure that all program participants are assessed for housing stability and are offered services that best match their current needs.
- II. Monitor and evaluate programmatic and fiscal performance routinely to ensure that services are high quality and provided in a comprehensive and cost-effective manner.
- III. Post-award, with the confidence that Bundled Services will be available in each of the seven LDH regions, LDH reserves the right to add one or more of the Optional Services to the Bundled Services Contract(s) and/or to independent Proposers. These awards will be made based on the availability of funding, documented evidence of regional need for particular services, compliance with the Louisiana HIV/AIDS Strategy for Integrated Prevention and Care Services and the capacity of the Sub-awardee.

III. Background

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Louisiana Department of Health is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of Bureau of Health Services Financing (Medicaid), Office for Citizens with Developmental Disabilities (OCDD), Office of Behavioral Health (OBH), Office of Aging and Adult Services (OAAS), Office of Public Health (OPH), and the Office of Women's Health and Community Health (OWH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

1. The Sexually Transmitted Infection (STI)/HIV/Hepatitis Program (SHHP), located within the Office of Public Health (OPH), is responsible for coordinating the State's response to the STI/HIV/Hepatitis C epidemics. The program conducts activities to:
 - a. Provide medical and social services to PLWH and treat persons diagnosed with an STI;
 - b. Prevent new cases of HIV, STI and Hepatitis C infection; and
 - c. Collect data and compile, analyze and distribute information about the progression of the HIV, STI and Hepatitis C epidemics in the State.

SHHP receives an annual award from the Ryan White HIV/AIDS Treatment Extension Act of 2009 and Housing Opportunities for People with AIDS (HOPWA) to address the medical, supportive service, and housing needs of low-income PLWH. The Ryan White HIV/AIDS Program (RWHAP) is the largest federal program focused exclusively on providing HIV care and treatment services to PLWH. HOPWA is the only federal program dedicated to addressing the housing needs of people with HIV/AIDS and their families.

2. Within SHHP, Ryan White Part B Supportive Services Program is specifically structured and staffed to increase access to supportive services for PLWH. Support services including case management, housing assistance, food vouchers, and more are administered through community-based organizations in each of the LDH Regions 3 through 9.



IV. Deliverables

The Sub-awardee will provide the services described below, as per client numbers/objectives determined at contract negotiation, throughout the designated LDH Public Health Region corresponding to their award.

Bundled Services

1. Provide Non-Medical Case Management Services, which shall include but not be limited to the following Services:
 - a. Meet all requirements in the Ryan White Part B and HOPWA Service Standards and Service Definitions (<https://louisianahealthhub.org/wp-content/uploads/2021/11/Service-Standards-RWB-HOPWA-11.22.21-Clarification-Update.pdf>), including but not limited to, ensuring eligibility of all clients provided services;
 - b. Complete initial assessment of service needs for 100% of active clients, including initial acuity assessment for 100% of clients to determine need for case management services;
 - c. Develop an Individualized Service Plan (ISP) for 100% of active clients, utilizing SMART goals to promote progression to self-management and addressing housing-related needs;
 - d. Coordinate services required to implement the plan;
 - e. Monitor, evaluate and update service plans as indicated by Ryan White Part B and HOPWA Service Standards
 - f. Re-verify client eligibility minimally, at least annually for 100% of active clients;
 - g. Reassess client needs, including acuity assessment, minimally at least every 6 months, and as necessitated by change in client status for clients enrolled in case management services as indicated by the STI/HIV/Hepatitis Program (SHHP) Ryan White Part B and HOPWA Service Standards;
 - h. Provide competent services using sound practices/principles including motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access and supporting client choice; and
 - i. Provide Undetectable=Untransmittable (U=U) education to 100% of active clients.
2. Provide Health Education and Risk Reduction Services, which shall include but not be limited to the following services:
 - a. Provide education on health care coverage options. (e.g. qualified health plans through the Marketplace, Medicaid or Medicare coverage);
 - b. Provide health literacy services;
 - c. Provide competent services using sound practices/principles including motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access; and
 - d. Provide U=U education to 100% of active clients



3. Provide Outreach Services, which shall include but not be limited to the following Services:
 - a. Provide outreach to individuals living with HIV about treatment opportunities that are available in the community;
 - b. Reengage clients in care;
 - c. Provide competent services using sound practices/principles including motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access; and
 - d. Provide U=U education to 100% of active clients.
4. Provide Referral for Health Care/Support Services, which shall include but not be limited to the following Services:
 - a. Direct clients to needed core medical or support services in the community.
 - b. Track and assess effectiveness of 100% of referrals, including client receipt of services and progression toward Individualized Service Plan goal(s).
5. Provide Emergency Financial Assistance Services, which shall include but not be limited to the following Services:
 - a. Assess the emergency needs of all clients;
 - b. Provide short-term payments for emergent needs when no other resources are available;
 - c. Document all assistance provided and monitor progress of assistance provided, including client trends and expenditures; alert SHHP of any shortages/wait lists/deferred service;
 - d. Document policies and procedures to safe-guard appropriate use and tracking of services; and
 - e. Provide competent services the meet or exceed applicable industry standards, and which use sound practices/principles including motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access and supporting client choice.
6. Provide Ryan White Housing Services, which include but are not limited to the following Services:
 - a. Provide transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain outpatient/ambulatory health services and treatment;
 - b. Document all assistance provided and monitor progress of assistance provided, including client trends and expenditures; alert SHHP of any shortages/wait lists/deferred services;
 - c. Document policies and procedures to safe-guard appropriate use and tracking of services; and
 - d. Provide competent services using sound practices/principles including motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access and supporting client choices.



7. Provide Medical Transportation Assistance Services, which shall include but not be limited to the following Services:
 - a. Assess the transportation needs of 100% of clients served in this category at intake and as needed;
 - b. Distribute bus tokens, bus tickets, bus passes, gasoline vouchers or obtain van service or taxi service for clients in order to access health care or support services;
 - c. Provide client-centered options to minimize barriers to care, such as stigma (e.g., due to signage on agency vehicle);
 - d. Follow and monitor progress of the assistance received, including client trends and expenditures; alert SHHP of any shortages/wait lists/deferred service;
 - e. Document policies and procedures to safe-guard appropriate use and tracking of services; and
 - f. Follow current Medicaid rates for Non-Emergency Medical Transportation.
8. Provide Psychosocial Support Services, which shall include but not be limited to the following services:
 - a. Provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns;
 - b. Provide competent services compliant with applicable industry standards, using sound practices/principles including motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access; and
 - c. Provide U=U education to 100% of active clients.
9. Provide Food Bank or Food Voucher Services, which shall include but not be limited to the following Services:
 - a. Provide food, meals, or nutritional supplements to clients as needed;
 - b. Monitor and evaluate the assistance provided, including client trends and expenditures; alert SHHP of any shortages/wait lists/deferred service; and
 - c. Document policies and procedures to safe-guard appropriate use and tracking of voucher services.
10. Provide Housing Opportunities for People with AIDS (HOPWA) Tenant Based Rental Assistance (TBRA) Services, which shall include but not be limited to the following Services:
 - a. Assess the HOPWA Tenant Based Rental Assistance (TBRA) needs of all clients;
 - b. Provide assistance with rental payments to eligible clients;
 - c. Monitor and evaluate the assistance provided, including client trends and expenditures; alert SHHP of any shortages/wait lists/deferred services;
 - d. Transition 90% of TBRA clients with unstable housing to stable housing during the sub-award contracting period;



- e. Achieve 90% of clients served with viral suppression during the sub-award contracting period;
- f. Maintain a case record on each client inclusive of household details. Case records will be maintained as stipulated by HOPWA regulations. The case record shall include all components as required by Ryan White Part B and HOPWA Service Standards and SHHP written guidance;
- g. Maintain 100% of active client files in compliance with HOPWA regulations;
- h. Maintain 100% accurate records of clients receiving housing supports and services per Ryan White Part B and HOPWA Service Standards, including conducting assessments, planning, individualized written housing support plan, collaboration with other service providers, maintenance of files on clients receiving services;
- i. Maintain 100% of active client files containing assessments and plans within the required timeframes and documentation of service delivery;
- j. Provide competent services in conformity with applicable industry standards, using sound practices/principles such as motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access and supporting client choice; and
- k. Document policies and procedures to safe-guard appropriate use and tracking of services.

Optional Services at the Discretion of LDH

1. Provide Medical Case Management Services, which shall include but not be limited to the following Services at the discretion of LDH:
 - a. Meet all requirements in the Ryan White Part B and HOPWA Service Standards and Service Definitions, including but not limited to, ensuring eligibility of all clients provided services;
 - b. Complete initial assessment of service needs for 100% of active clients;
 - c. Develop an individualized service plan for 100% of active clients;
 - d. Coordinate services required to implement the plan;
 - e. Monitor, evaluate and update service plans as indicated by Ryan White Part B and HOPWA Service Standards;
 - f. Re-assess client eligibility at least every 12 months for 100% of active clients;
 - g. Provide services using sound practices/principles compliant with applicable industry standards, including motivational interviewing, trauma informed care, harm reduction and housing first; and
 - h. Provide Undetectable=Untransmittable (U=U) education to 100% of active clients.
2. Provide Mental Health Services, which shall include but not be limited to the following Services:
 - a. Provide or contract for mental health counseling services which include intensive mental health therapy and counseling in individual, family or group settings;
 - b. Monitor progress and evaluate the effectiveness of assistance provided; and



- c. Provide competent services compliant with applicable industry standards, using sound practices/principles including motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities and if applicable, contracts with Sub-sub-awardees to ensure alignment with client centered practices with a focus on reducing barriers to service access.
3. Provide Oral Health Services, which shall include but not be limited to the following Services:
 - a. Provide or contract for licensed community providers to offer diagnostic, preventive, and therapeutic outpatient services that are not covered by a comprehensive dental insurance plan;
 - b. Provide support to client to enroll in and access Guardian dental coverage for eligible clients who are not covered by a comprehensive dental insurance plan;
 - c. Document policies and procedures to safe-guard appropriate use and tracking of voucher services; and
 - d. Monitor and evaluate the assistance provided, including client trends and expenditures; alert SHHP of any shortages/wait lists/deferred service.
4. Provide Substance Abuse Outpatient Services, which shall include but not be limited to the following Services:
 - a. Provide in-house or via contract with licensed community providers to offer comprehensive substance abuse outpatient services;
 - b. Create substance use treatment plan for 100% of clients; and
 - c. Provide competent services compliant with applicable industry standards, using sound practices/principles including motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities and if applicable, contracts with Sub-sub-awardees to ensure alignment with client centered practices with a focus on reducing barriers to service access.
5. Provide Linguistic Services, which shall include but not be limited to the following Services:
 - a. Provide or contract for competent linguistic services consistent with Culturally and Linguistically Appropriate Services in health and health care standards (CLAS); and
 - b. Monitor progress and evaluate the effectiveness of services provided.
6. Provide Short Term Rent, Mortgage, Utility Services (STRMU), which shall include but not be limited to the following Services:
 - a. Provide HOPWA Short-Term Rent, Mortgage and Utility (STRMU) assistance to eligible clients at risk of becoming homeless;
 - b. Provide assistance with rental payments to eligible clients;
 - c. Monitor and evaluate the assistance provided, including client trends and expenditures; alert SHHP of any shortages/wait lists/deferred service;
 - d. Transition 80% of clients served from "unstable housing" to a "stable housing status" during the project period;
 - e. Achieve 80% of clients served into viral suppression status during the project period;



- f. Maintain 100% accurate case records on each client inclusive of household details. Case records will be maintained as stipulated by HOPWA regulations. The case record shall include all components as required by Ryan White Part B and HOPWA Service Standards and SHHP written guidance;
 - g. Maintain 100% of active client files in compliance with HOPWA regulations;
 - h. Maintain 100% accurate records of client housing supports and services per Ryan White Part B and HOPWA Service Standards, including conducting assessments, planning, individualized written housing support plan, collaboration with other service providers, maintenance of files on clients receiving services;
 - i. Maintain 100% accurate records of active clients containing assessments and plans within the required timeframes and documentation of service delivery;
 - j. Provide competent services in compliance with applicable industry standards, using sound practices/principles such as motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access and supporting client choice; and
 - k. Document policies and procedures to safe-guard appropriate use and tracking of services.
7. Provide Resource Identification Services, which shall include but not be limited to the following Services:
- a. Provide HOPWA Resource Identification Services or contract for services to develop housing resources. Required activities shall include developing and maintaining a housing resource directory for the benefit of clients, staff, and collaborative agencies. Encouraged activities include outreach and relationship building with landlords, identification and tracking of housing resources and vacancies, leveraging of mainstream housing resources and dissemination of other information useful to finding and maintaining housing for clients;
 - b. Provide housing system coordination. Required activities shall be conducted in a manner to complement activities conducted under the other HOPWA and Ryan White programs including: Tenant-Based Rental Assistance (TBRA), Short-term Rent, Mortgage and Utilities Assistance (STRMU), Permanent Housing Placement (PHP), Emergency Financial Assistance (EFA), and RW Housing Assistance;
 - c. Increase provider capacity to expand housing resources in their service area (for all eligible clients living with HIV, not just clients of the service provider; and
 - d. Document and report activities to SHHP as per Ryan White Part B and HOPWA Service Standards and written guidance.
8. Provide Permanent Housing Placement (PHP), which shall include but not be limited to the following Services:
- a. Assist program participants to secure and move into permanent housing;
 - b. Provide assistance with rental payments to eligible clients;
 - c. Monitor and evaluate the assistance provided, including client trends and expenditures; alert SHHP of any shortages/wait lists/deferred service;
 - d. Transition 85% of clients served from “unstable housing” to a “stable housing status” during the project period;
 - e. Achieve viral suppression of 85% of clients served during the project period;



- f. Sub-awardee shall maintain 100% accurate case records on each client inclusive of household details. Case records will be maintained as stipulated by HOPWA regulations. The case record shall include all components as required by Ryan White Part B and HOPWA Service Standards and SHHP written guidance;
- g. Maintain 100% of active client files in compliance with HOPWA regulations;
- h. Maintain 100% accurate records of clients receiving housing supports and services per Ryan White Part B and HOPWA Service Standards, including conducting assessments, planning, individualized written housing support plan, collaboration with other service providers, maintenance of files on clients receiving services;
- i. Maintain 100% accurate records of active client files containing assessments and plans within the required timeframes and documentation of service delivery;
- j. Provide competent services compliant with applicable industry standards using sound practices/principles such as motivational interviewing, trauma informed care, harm reduction and housing first. Evidence of using sound practices will be measured based on training of staff, agency policies, client charts, and evaluation activities to ensure alignment with client centered practices with a focus on reducing barriers to service access and supporting client choice; and
- k. Document policies and procedures to safe-guard appropriate use and tracking of services.

V. Detailed Requirements

A. General Requirements

Sub-awardee shall:

- 1. Maintain all relevant and required documents with the Louisiana Secretary of State in order to conduct business in the State of Louisiana.
- 2. Maintain a physical business location within the Louisiana Public Health Region of service or be able to establish a physical location within 30 business days of the beginning of the Contract period.

B. Programmatic Requirements

Sub-awardee shall:

- 1. Within 30 business days of the Contract start date, designate one staff member as the primary programmatic point of contact for SHHP personnel, as well as a back-up staff person for time-sensitive client concerns. Additional staff may be designated by Sub-awardee as the primary contacts for fiscal or client concern matters;
- 2. Within 30 business days of the Contract start date, designate one staff member as the primary data management/analytic point of contact for SHHP personnel. This individual must be qualified to lead the Sub-awardee's processes to meet the data requirements of this project and should be qualified to ensure the Sub-awardee's internal data needs related to this project are met (e.g., coordination on mandated grants reports, assisting in monitoring and assuring data completeness according to SHHP Service Entry Guidance, utilizing entered data for program tracking and improvement, including but not limited to progress toward reaching service category client goals). If the Sub-awardee does not have a current staff member qualified to lead the data management/analysis activities related to the project on the Contract start date, the Sub-awardee must fill the position within 60 business days of the Contract start date;
- 3. Work to reduce gaps in the availability of services, while following four fundamental principles that have significant implications for HIV services: revise care systems to meet emerging needs; ensure



- access to quality HIV care; coordinate services with other care delivery systems; and evaluate the impact of contracted funds and make needed improvements;
4. Deliver services consistent with client-centered practice elements, which include principles centering equity, housing first, harm reduction, trauma-informed approaches, low-barrier methods and client engagement and empowerment;
 5. Work to improve capacity to meet client expectations through efforts focused on tracking performance data for processes and systems. Establish, in conjunction with SHHP staff, an annual Quality Improvement project and develop an evaluation plan for all funded services within 90 business days of the beginning of the Contract. Quality Improvement projects include the development and implementation of activities to make changes in response to performance data. Additional information on Quality Improvement projects can be at <https://louisianahealthhub.org/wp-content/uploads/2018/10/Quality-Management-101-Module-4-QI-Project-Steps-and-PDSA.pptx>;
 6. Have staff meet clients where they are—including, but not limited to their residence, a public facility, a clinic or hospital, or elsewhere at the request of the client. Agency staff shall be flexible to accommodate the particular medical and social needs of clients with different backgrounds and in various stages of health and illness. The services delivered shall reflect a philosophy that affirms a client's right to a high quality of life, privacy, confidentiality, self-determination, nondiscrimination, compassionate and non-judgmental care, dignity and respect;
 7. If an awarded Sub-awardee does not have a local office within the designated region, one must be established within 30 business days of the Contract start date;
 8. Adhere to all requirements to provide funded service by ensuring staff is familiar with all legislative requirements, evaluating client eligibility criteria, maintaining proof of client eligibility and all services provided, adhering to all data reporting requirements, supporting current technology, complying with current HIPAA and data security standards, participating in required trainings and conducting routine quality assurance/quality improvement activities. Participation requirements include appropriate staff attendance at all required meetings and trainings initiated by SHHP, including but not limited to: mandated trainings, Ryan White Part B/HOPWA Learning Collaborative, quarterly meetings for Ryan White Part B/HOPWA Sub-awardees, comprehensive monitoring site visits and any other convening which is mandated by SHHP's Services Unit. Many of these will likely be no-cost conference calls, virtual meetings and webinars; however, Sub-awardees should include the cost of registration and travel for all key staff to attend in-person meetings or trainings required by SHHP.
 9. Meet all requirements in the Ryan White Part B and HOPWA Service Standards and Service Definitions, including but not limited to, ensuring eligibility of all clients provided services;
 10. Comply with all relevant authorities, including legislation, regulation, and program-specific policies. Relevant authorities include but are not limited to the following:
 - a. RWHAP Legislation: <https://ryanwhite.hrsa.gov/about/legislation>;
 - b. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as issued by OMF and adopted by DHHS, in 45 CFR Part 75 (from here on referred to as the UAR): <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75>;
 - c. HHS and HRSA Grants Administration and Program-Specific Policies, including:
 - HHS Grants Policy Statement (GPS):
<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>;



- HRSA HAB Policy Notices: <https://ryanwhite.hrsa.gov/grants/policy-notice>;
 - HRSA HAB Program Letters: <https://ryanwhite.hrsa.gov/grants/program-letters>;
 - RWHAP Manuals and Reports, including the RWHAP Part B Manual: <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/resources/hab-part-b-manual.pdf>; and
 - RWHAP technical assistance documents, including the RWHAP Parts A and B National Monitoring Standards (NMS): <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/universal-monitoring-partab.pdf>
- d. HOPWA Laws and Regulations, including:
- AIDS Housing Opportunity Act: <https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter131&edition=prelim>;
 - 24 CFR Part 574 - Housing Opportunities for Persons With AIDS: <https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-574>;

C. Operations Requirements

Sub-awardee(s) shall:

1. Undergo an annual independent financial audit in compliance with state auditing requirements at the end of each year. Such audit is an operational expense. The audit report shall be submitted to the Office of Risk Management and SHHP Business Unit for review within 30 business days of completion. If any deficiencies are found as a result of the audit, the Sub-awardee shall be required to rectify such issues within 30 business days. If Sub-awardee does not rectify the audit issues within the 30 business day timeframe, the Contract will be subject to termination.
2. Sub-awardee should adhere to State of Louisiana Information Security Policy ver. 1.03 (<https://www.doa.la.gov/doa/ots/policies-and-forms/>), federal regulations and guidelines, as well as, industry standards and best practices for systems or functions required to support the requirements listed in the SOW as it relates to Data and Security Requirements. Be compliant with all confidentiality requirements imposed by Louisiana law, LDH rules and guidelines, the HIPAA Privacy and Security Rules-, the federal HITECH Act of 2009, and other applicable federal laws and regulations. Confidential information shall include not only sensitive health and risk-related information, but also client personal identifiers, potentially identifying information, and any information provided to the Sub-awardee for which confidentiality was assured when the individual or establishment provided the information. Extremely stringent standards of client confidentiality must be maintained. The use of client information for commercial purposes shall be prohibited. Likewise, the Sub-awardee shall not publish any information about program participants, even in the aggregate, without SHHP review and prior written permission.
3. Sub-awardee should develop, implement, and maintain an All Hazards Response Plan to ensure continuity of operations and emergency preparedness for SHHP. The plan must align with Federal, State and Local emergency management guideline and outline procedures for hazard identification, communication protocols, continuity of operations, response and recovery efforts and staff training.
4. Provide a Continuity of Operations Plan.
 - a. The Sub-awardee shall maintain a Continuity of Operations Plan that addresses how the Sub-awardee's and Sub-sub-awardees' operations and the ongoing provision of healthcare services shall be maintained in the event of a pandemic, natural disaster or man-made emergency including, but not limited to, localized acts of nature, accidents, and technological and/or attack-related emergencies, or other event which leads to a significant disruption in operations due to staff absence and/or loss of utilities that impacts fulfilling



- the requirements of this Contract. The Continuity of Operations Plan shall be invoked no later than when the fulfillment of these requirements is impacted by such an event.
- b. As part of the Continuity of Operations Plan, the Sub-awardee shall provide its action plan for development of an emergency preparedness plan specific to each Client during or following an event as described above. The emergency preparedness plan must be provided to the Client in a manner and format that may be easily understood and is readily accessible. Information in the plan must be communicated in a way that can be understood by Clients of varying functional ability and language proficiency. The plan must identify any steps the Client and/or Client's caregiver should take in the event of an emergency including, but not limited to, special considerations regarding medications, supplies and dietary needs, or power outages, as applicable, and corresponding contact information.
 - c. The Sub-awardee shall follow all SHHP directives regarding access to care and relaxation of requirements during an emergency.
 - d. As part of the Continuity of Operations Plan, the Sub-awardee shall provide a systems contingency plan, regardless of its system architecture, to protect the availability, integrity, and security of data and to continue essential application or system functions during and immediately following these events.
 - e. The systems contingency plan shall include, at a minimum:
 - i. A disaster recovery plan designed to recover systems, networks, workstations, applications, etc. in the event of a disaster; and
 - ii. A Business Continuity Plan (BCP) for restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operation environment.
 - f. The Sub-awardee shall submit the Continuity of Operations Plan to SHHP or its designee for approval at the start of the Contract and no later than 30 business days prior to implementation of changes.
 - g. The Sub-awardee shall immediately inform SHHP, in writing, when invoking its Continuity of Operations Plan. If the nature of the triggering event renders written notification impossible, the Sub-awardee shall notify SHHP of the invocation of the Continuity of Operations Plan through the best available means. If the nature of triggering event renders immediate notification impossible, the Sub-awardee shall inform SHHP of the invocation of the Continuity of Operations Plan as soon as possible.

D. Personnel Qualifications
Sub-awardee shall:

1. Maintain qualified and trained staff with the necessary experience and skillset to effectively meet the needs of clients served and manage projects of this type;
2. Ensure that all staff are proficient with accessing and utilizing web-based data systems, and have at least an intermediate knowledge of Microsoft Word and Excel;
3. Maintain staffing for all positions essential to the Contract. This includes, but is not limited to, Key Personnel such as organizational leadership, positions required by this Contract (Support Services Director or Director of Client Services and Data Management/Analysis Coordinator), Case Managers, benefit coordinators, a billing and invoicing specialist, and a primary accounts payable coordinator to oversee payments to/from providers and insurers;
4. Have one full-time employee in the Data Management/Analysis Coordinator role if they plan to serve more than 300 clients. Sub-awardees with fewer than 300 clients are required to have at minimum .5 FTE Data Management/Analysis Coordinator. The employee's ability to stratify, manipulate and analyze data would be desirable;



5. Provide personnel for this Contract who meet the current State and federal licensing requirements that are applicable to their job duties under the Contract, and follow Service Standard requirements. All staff shall access continuing education as these opportunities are available and attend all required trainings. The cost of participating in required trainings and opportunities for continuing education must be included in the proposed budget;
6. Provide and update an Organizational Chart and the list of Key Personnel throughout the term of this Contract as requested by the Support Services Supervisor or designee. All Key Personnel should have an on-boarding/training plan, as well as a succession plan in the event of resignation to delineate essential job tasks that will be continued during the replacement hiring process. All staff replacements must have comparable or greater skills to perform the Contract activities as were performed by the personnel being replaced;
7. Notify SHHP data and program staff within 24 hours of a termination or resignation of all personnel funded by Ryan White Part B or HOPWA dollars;
8. Fill key positions with a permanent hire within 60 business days of resignation or termination. Failing to fill key positions within the timeline will lead to liquidated damages being assessed;
9. Provide salaries for all personnel at a comparable range to the regional salaries for similar positions. Comparability of salaries must be demonstrated during the budget negotiation phase;
10. Have the appropriate staff attend all required meetings and trainings that are initiated by SHHP. Many of these meetings and trainings, will likely be no-cost conference calls, virtual meetings and webinars; and
11. Have all staff trained on confidentiality protections annually, but more frequently if issues arise or when there is staff turnover. Staff shall be familiar with the use of basic tools, including consent forms, protocols for securing paper and electronic files, computer access and technology protections, and protocols for sharing Protected Health Information (PHI) with other providers.

E. Record keeping requirements

1. Requirements

- a. Sub-awardee must maintain eligibility information and all required data fields for each client who has accessed services. The Sub-awardee must have a plan in place to relinquish all client data to SHHP staff at the termination of the Contract. Please refer to the Ryan White Part B and HOPWA Service Entry Guidance document available at: <https://louisianahealthhub.org/wp-content/uploads/2021/11/Ryan-White-Part-B-and-HOPWA-Service-Entry-Guidance-10052021-FINAL.pdf> for the minimum required Ryan White Services Report (RSR) Data Fields. The Sub-awardee must have a plan in place to relinquish all client data to SHHP staff at the termination of the Contract.
- b. Staff performing these functions shall maintain time and effort (activity) records that support appropriate charges, including when staff must allocate time among several functions performed, or allocate time between multiple funding sources.

2. System

The Sub-awardee shall have a well-organized recordkeeping system to maintain adequate oversight and control of its cash, property, and other assets. As part of that system, expenditures must always be properly documented, regardless if they are direct or indirect, program or administrative, personnel or non-personnel. Financial and recordkeeping systems shall record in a



readily retrievable manner all of the financial (and other) data required for all site visits, cost reconciliation activities and other required reports. While records shall be readily retrievable, procedures also shall control access to records, forms, and assets, and otherwise safeguard them from risk of exposure. Financial management systems must meet the standards for fund control and accountability as established in 45 CFR Part 75.

3. Consent Forms

Consent to share information with other service providers must be given in a specific manner. A general or blanket authorization shall not be appropriate. The Sub-awardee shall consider carefully what types of information shall be included in such releases. Authorization to discuss medical status shall be inappropriate if it is not relevant to the services being sought. The Sub-awardee must ensure that clients fully understand the content and purpose of consent forms. If it is determined that client authorization to share information is needed, then a signed copy of this form shall be placed in the client file.

4. File Maintenance and Protection

An organization's policies on confidentiality shall consider a range of precautions to keep client information private. To help ensure that files containing client information remain confidential, the Sub-awardee shall incorporate the following as standard procedures:

- a. Store client files, forms, and identifying information in locked file cabinets and ensure that files are not left out when not in use;
- b. Password protect on secure networks for all information stored in electronic systems;
- c. Ensure that client files are viewed only by "need-to-know" personnel with policies in place defining which staff members have access to client files;
- d. Eliminate personal identifiers where possible, using code systems in place of client names on client files and client databases; and
- e. Take steps to protect the privacy of phone calls client meetings, such as choosing a secure room or closing the door before accepting a client call.

F. Reporting Requirements

The Sub-awardee shall provide all required annual, semi-annual, quarterly, and monthly reports and exchange of data.

Sub-awardee shall:

1. Comply with all SHHP and HRSA reporting requests and requirements within the timeline specified in the request. The current HRSA reports include the Ryan White Services Report (RSR) and the AIDS Drug Assistance Program Data Report (ADR), which shall be coordinated with SHHP personnel. If the requested timeline is not feasible, SHHP staff should be notified immediately and an alternate date, mutually agreeable to both parties, should be established;
2. Comply with all SHHP and HUD reporting requests and requirements within the timeline specified in the request. The primary HUD report is the Consolidated Annual Performance and Evaluation Report (CAPER), which shall be coordinated with SHHP personnel. If the requested timeline is not feasible, SHHP staff should be notified immediately and an alternate date, mutually agreeable to both parties, should be established;
3. Provide additional monthly and/or quarterly reports as requested that describe various aspects of program activity. Additional reporting requirements shall be identified as state and federal legislation, regulation, and program-specific policies are updated;



4. Document individual transactions for each client in CAREWare as per SHHP Service Entry Guidance document in order to satisfy requirements of HRSA, HUD, LDH, OPH and the STI/HIV/Hepatitis Program, such as reporting and evaluation. The required information may be manually entered, or may be imported from another comparable data collection system. This data includes but is not limited to:
 - a. All units of service delivered on behalf of a client;
 - b. Case notes;
 - c. Dates of all service visits; and
 - d. Required client demographic and eligibility information.
5. Utilize the existing monthly data quality assurance checks provided by SHHP, and reports within CAREWare to assure that documentation submitted to SHHP is accurate to the best of the agency's ability. Documentation, including invoices and reports, with multiple or repeated errors will be returned;
6. Comply with all SHHP, OPH, LDH, HRSA, HUD, and any other funder-mandated reporting requirements;
7. Coordinate with SHHP staff for technical assistance with CAREWare. However, the Sub-awardee shall maintain or establish independent technical assistance for Information Technology (IT) questions, concerns or system recommendations. The costs associated with this technical assistance may be included in the proposed budget. In addition, the Sub-awardee shall maintain the security and routine maintenance of all equipment purchased by the STI/HIV/Hepatitis Program for use at the local agency.
8. Provide additional monthly and/or quarterly reports as requested that describe various aspects of program activity. Additional reporting requirements shall be identified as state and federal legislation is updated.
9. Maintain a detailed report of all payments forwarded to vendors and any refunds received.
10. Comply with the Uniform Grant Guidance as it applies to Sub-sub-awardees of grantees that receive federal resources from the Department of Health and Human Services (DHHS) available at: <https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1-part200.pdf>

G. Communication Requirements

Sub-awardee shall:

At a minimum, maintain monthly and quarterly provider meeting participation as determined by SHHP to provide and learn of statewide and program specific updates and information, and to encourage communication, peer-share opportunities, and ongoing collaboration. Schedule meetings with the Sub-awardee's designated Monitor to review and discuss program objectives, staff concerns and general contract performance; and

Participate in and/or present reports at relevant SHHP meetings, including but not limited to, relevant Continuous Quality Improvement (CQI) Steering Committee and sub-committee meetings; statewide conference calls, webinars or trainings; quarterly monitoring meetings; quarterly Support Services Quality Improvement meetings; SHHP Services Unit meetings; other relevant HIV planning meetings; and the annual Monitoring Site Visit which must occur each year between April 1st and March 31st of the following year, or as determined by SHHP.

H. Monitoring Requirements

Sub-awardee shall:

1. Cooperate with a comprehensive site visit on an annual basis in order for LDH to assess and assure compliance with the Programmatic, Operations, Staffing, Record Keeping and Reporting



requirements. These site visits will be completed by SHHP staff from the Support Services, Quality Management, and Fiscal departments; and

2. Undergo ongoing remote monitoring on a monthly basis. The monitoring manual is available at: <https://louisianahealthhub.org/wp-content/uploads/2024/09/Louisiana-RWB-and-HOPWA-Monitoring-Site-Visit-Procedure-Manual.pdf>.

I. Quality Improvement and Evaluation Requirements

Sub-awardee shall:

1. Comply with all SHHP and HRSA Quality Management and Evaluation requests on an annual, semi-annual, quarterly, and monthly basis as outlined in the Ryan White Part B and HOPWA Service Standards and HRSA's Quality Management Policy Clarification Notice;
2. Sub-awardee shall maintain a Quality Management Plan for contracted services; and
3. Provide additional monthly and/or quarterly reports as requested that describe various aspects of identified quality improvement projects and the performance measurements specific to services. Additional reporting requirements shall be identified as state and federal legislation is updated.

J. Transition Plan Requirements

Sub-awardee shall:

Have a detailed transition plan that will successfully transition Sub-awardee activities upon termination of the Contract without interrupting services to clients related to the data being transmitted. Electronic files for this purpose will be transmitted via SFTP to LDH. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

1. The Sub-awardee is responsible for procuring and maintaining hardware and software resources the Sub-awardee will use to successfully perform the services detailed in this Contract. The databases required by SHHP to be used in the operation of a case management and other bundled services within their region will be provided to the Sub-awardee by the SHHP, and training will be available for both new and current staff on the appropriate and accurate use of these resources.
2. The Sub-awardee should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this Contract.
3. Unless explicitly stated to the contrary, the Sub-awardee is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this Contract. The Sub-awardee is also responsible for expenses required for LDH to obtain access to the Sub-awardee's systems or resources which are relevant to the successful completion of the requirements of this Contract. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
4. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
5. Sub-awardee owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA Part 164).
6. Any Sub-awardee use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.



7. All Sub-awardee utilized computers and devices must:

- Be protected by industry standard virus protection software which is automatically updated on a regular schedule;
- Have installed all security patches which are relevant to the applicable operating system and any other system software; and
- Have encryption protection enabled at the Operating System level.

VI. Location/Hours of Operation

Sub-awardee shall:

1. Maintain a physical business location in the Public Health Region of service within the State of Louisiana; and
2. Maintain hours of operation of at least 40 hours a week, to maximize access to care.

VII. Performance Requirements

The terms and execution of the Contract will be monitored by:

Brandi Bowen, Support Services Supervisor or designee
Louisiana Department of Health
Office of Public Health STI/HIV/Hepatitis Program
1450 Poydras Street, Suite 2136
New Orleans, LA 70112

All deliverables including reports, requests for information and other items shall be submitted to the Support Services Supervisor or their designee.

A. Monitoring Plan

Within the first 60 business days of the contract period, the Sub-awardee shall work with SHHP to develop a monitoring tool based on the relevant National Monitoring Standards (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/universal-monitoring-partab.pdf>) for Ryan White Part B Grantees, the Scope of Work, and as otherwise appropriate to assess the Sub-awardee's fulfillment of the Scope of Work. The monitoring tool and the monitor's effort will be to ensure deliverables are met timely and consistently, ensure timely receipt, review, and processing of monthly invoices submitted by Sub-awardee, to ensure any and all reports and narratives required under the agreement are timely provided and received, and to meet with the Sub-awardee to correct deficiencies noted.

Within the first 60 business days of the contract period, Sub-awardee shall work with SHHP to finalize any adjustments to report templates to satisfy monitoring of performance measurements described above. Reports shall be provided by email to Contract Monitor in advance of Monthly meetings with SHHP. Regular report review and the Contract Monitor's effort will be to ensure deliverables are met timely and consistently, to ensure all reports and narratives required under the agreement are timely provided and received, and to meet with the Sub-awardee to correct deficiencies noted.

B. Adequate Staffing

The Sub-awardee must maintain adequate staffing levels as outlined in this RFP and the Louisiana Department of Health Ryan White Support Services Standards. This includes but is not limited to items such as replacing key personnel within 60 business days, maintaining enough staff to achieve the 40 clients per case manager standard, and maintaining at least a data and analysis coordinator at .5 FTE.



C. Compliance with site visit and corrective action plans

Site visits are required annually and will be conducted by the members of the support services, quality management, and fiscal data teams from SHHP. Site visits will follow SHHP's Louisiana Ryan White Part B and HOPWA Monitoring Site Visit Procedure Manual (<https://louisianahealthhub.org/wp-content/uploads/2024/09/Louisiana-RWB-and-HOPWA-Monitoring-Site-Visit-Procedure-Manual.pdf>). These site visits may generate a Corrective Action Plan that the Sub-awardee must comply with and report progress on over the course of the year. Sub-awardees must submit all documentation in a timely manner and attend all calls and meetings related to the implementation of the Corrective Action Plan.

D. Adequately implementing the program requirements

Sub-awardees are required to meet all requirements in the Ryan White Part B and HOPWA Services Standards, and Services Definitions. These include but are not limited to ensuring, eligibility of all clients receiving services, ensuring that 80% of qualifying clients have a care plan and acuity score completed every six months. Failure to meet required standards may lead to the implementation of Corrective Action Plans.

E. Achieving program deliverables and meeting detailed requirements

Sub-awardees shall abide by negotiated client metrics and comply with detailed requirements herein.



Attachment D, RFP Evaluation Plan

I. Initial Responsiveness

Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions.

II. Mandatory Minimum Requirements

Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Requirement	Evaluation
Proposer shall maintain a physical office in the Louisiana Department of Health (LDH) region(s) in which they will provide services, or be able to establish one within the first 30 days of the proposed contract.	Pass/Fail

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions.

III. Technical Factors

Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. The following Technical Criteria are of importance and relevance to the evaluation of this RFP and will be used by the State Evaluation Committee in the evaluation of the Technical Proposal:

Factor	Points Possible
Company Background and Experience	21
Approach and Methodology	21
Proposed Staff Qualifications	21
Technical Total:	63

For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to 50% of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the Technical Proposals will not be evaluated further and will be ineligible for award.

IV. Cost

Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated. The following financial criteria will be evaluated: Total of All Bundled Services for Year One, Two, and Three.

Prices proposed by the Proposers shall be submitted on the Price Schedule. The Price Schedule is available on the RFP Website by clicking References in the Financial Proposal section. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.



A Proposer's computed cost score will be based on the cost information provided in the Price Schedule Attachment and computed as follows:

$$CCS = (LPC/PC \times FPP)$$

Where: CCS = Computed cost score (points) for Proposer being evaluated
LPC = Lowest proposed cost of all Proposers
PC = Total cost of Proposer being evaluated
FPP = Financial Proposal Points

Note: The Proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the Using Agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of State travel will be subject to prior approval by the Secretary of the Using Agency or his/her designee.

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

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Allotment of Reserved Points

- A. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to 12% of the total evaluation points in this RFP.
- B. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to 10% of the total evaluation points in this RFP.
- C. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- D. The total number of points awarded pursuant to this Section shall not exceed 12% of the total number of evaluation points in this RFP.

VI. **Evaluation Summary**

Stage	Points Possible
Technical Criteria Evaluation	63
Cost Evaluation	25
Veteran and Hudson Initiative Evaluation	12
Total:	100

VII. **Award Selection**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score for each region will be recommended for award.



Attachment E, Sample Contract

1.0 Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the Louisiana Department of Health, Office of Public Health (hereinafter sometimes referred to as "State") and [Contractor Name and Address] (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract for Community-Based Supportive Services for People Living with HIV under the following terms and conditions.

2.0 Term of Contract

This Contract shall begin on October 1, 2025 and shall end on September 30, 2028 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for two, 12 month periods under the same prices, terms, and conditions. Total Contract may not exceed 60 months.

Prior to the extension of the Contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract Amendment to the Office of State Procurement (OSP) to extend the Contract term beyond the 36 month term.

3.0 Statement of Work

The Contractor hereby agrees to furnish the services as detailed in the **Statement of Work** Attachment of this Contract.

4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of \$_____ in accordance with the **Price Schedule** Attachment of this Contract. The Contractor shall invoice the Using Agency monthly in the arrears for services provided in the prior month or partial monthly period, at the billing address designated by the State. Invoices shall be accompanied by a detailed narrative evidencing the completion of the defined deliverables underlying this agreement. Payments will be made by the State within approximately 30 days after receipt of a timely submitted and properly documented invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased, and be accompanied by monthly status reports and other such reports outlined in this Contract, which address and meet the performance measures of this Contract. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided, and may result in payment delays.

Payment will be made only upon approval of Samuel Burgess, Director, STI/HIV/Hepatitis Program or their designee.

4.1. Late Payments

Interest due by the Using Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

4.2. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

5.0 Taxes

The Contractor agrees that all applicable taxes are included in the **Price Schedule** Attachment of this Contract. State agencies are exempt from all State and local sales and use taxes.



The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of this Contract and (2) Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this Contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven business days of such notification.

6.0 Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.

7.0 Termination

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

7.1. Termination for Cause

The State of Louisiana may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice. The State expressly reserves any and all rights provided for under law, or by contract in the event of such breach and subsequent termination.

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 file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

7.2. Termination for Convenience

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

7.3. Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation



of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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 this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Continuation of this Contract is also contingent upon the continued availability of federal grant funding, and should such grant funding be terminated by the federal granting authority, the Contract may be terminated as of the date that said grant funding ceases or is terminated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

8.0 Contract Modifications

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

9.0 Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of the State. If applicable, all software and customizations developed under this Contract are the property of the State. Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

10.0 Record Ownership

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State. The Contractor, at its expense, shall return this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

11.0 Use of State Property

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Using Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to



protect that property from further damage.

The Contractor shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

12.0 State Project Manager

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for the Contractor concerning the Contractor's performance under this Contract.

13.0 Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14.0 Warranties

The Contractor warrants that all services shall be performed in good faith, in accordance with applicable industry standards, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by the Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15.0 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.



16.0 Liability and Indemnification

16.1. Contractor Liability

The Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors.

16.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract. Notwithstanding, COVID-19 will not be considered a public health emergency subject to Force Majeure, unless a declared statewide or national order is made to this effect during the term of this Contract.

16.3. Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

16.4. Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under this Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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



16.5. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of this Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

16.6. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

17.0 Insurance

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

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this Contract in accordance with the **Insurance Requirements for Contractors** Attachment of this 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 the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified shown in the **Insurance Requirements for Contractors** Attachment of this Contract for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

18.0 Licenses and Permits

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

19.0 Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

20.0 Subcontractors

The Contractor may, with prior written permission from the State and/or Using Agency, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or Using Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

21.0 Substitution of Personnel

If, during the term of this 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 the State for approval prior to any personnel substitution. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding



assignment to project outside this Contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

22.0 Assignability

The Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, the Contractor shall only transfer an interest in this Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

23.0 Code of Ethics

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

24.0 Confidentiality

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

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Health, Office of Public Health.

25.0 Contract Controversies

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673, as applicable.

26.0 Right to Audit

The State Legislative auditor, federal auditors and internal auditors of the Louisiana Department of Health, Office of Public Health, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five years from the date of final payment or as required by applicable State and Federal Law. The Contractor and subcontractor shall maintain such books and records for



this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

27.0 Data/Record Retention

The Contractor and subcontractor shall retain all their books, their records, and their other documents relevant to this Contract and the funds expended hereunder for five years after final payment or, if Federal funds are used, as required by applicable Federal law, whichever is longer.

28.0 Sanitization of State Data/Records in Contractor's Custody

The Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Contractor shall provide quarterly a Certificate of Sanitization to the Using Agency's contract monitor.

29.0 Contractor's Certification of No Federal Suspension or Debarment

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future Contracts.

30.0 Contractor's Cooperation

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

31.0 Security

The Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/ots/about-us/infosec/>.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

31.1. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.



32.0 Commencement of Work

No work shall be performed by the Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

33.0 Compliance with Civil Rights Laws

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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

34.0 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

35.0 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

36.0 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

37.0 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

38.0 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

39.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.



The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

40.0 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

41.0 Prohibited Use of Funds

The Contractor agrees not to use contract proceeds 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 Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

42.0 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

43.0 Headings

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

44.0 Governing Law

This Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in the RFP and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.



45.0 Liquidated Damages

The Contractor hereby agrees to comply with the provisions as detailed in the Liquidated Damages Attachment to this Contract.

46.0 Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

47.0 Order of Precedence

The Request for Proposals (RFP) [RFP Number], dated [RFP Posted Date], addenda thereto, and the Contractor's Proposal dated [Proposal Signed Date], are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and addenda thereto, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and addenda thereto, and finally, the Contractor's Proposal.

IN WITNESS WHEREOF, the parties have executed this Contract.

[Contractor Name] SIGNATURE:

LOUISIANA DEPARTMENT OF HEALTH, OFFICE OF
PUBLIC HEALTH SIGNATURE:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Office of State Procurement Approval:

By:

Title:

Date:



Insurance Requirements for Contractors Attachment

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

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

2. **Commercial General Liability**

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

3. **Automobile Liability**

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

4. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$3,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. **Cyber Liability**

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



B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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



2. The Certificate Holder shall be listed as follows:
State of Louisiana
Office of State Procurement
1201 N 3rd St, Claiborne Building, Suite 2-160
Baton Rouge, LA 70802
Contract #:
3. In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this Contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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



LDH Liquidated Damages Attachment

- A. In some cases, the actual damage to State as a result of the Contractor's failure to meet specific deliverables or other material obligations as set forth herein are difficult or impossible to determine with precise accuracy. Therefore, the parties agree that State may assess liquidated damages as set forth below.
- B. **Failure to Meet Performance Standards.** Except to the extent Sub-awardee's failure to meet the deliverables of the Contract is caused by or results from (i) any act or omission of any entity other than Sub-awardee or its Sub-subawardees; (ii) an event of force majeure; or (iii) other factors beyond the Sub-awardee's reasonable control, State may assess to the Sub-awardee liquidated damages in an amount not to exceed \$1,000 per occurrence of a Sub-awardee not meeting the required standards per day, up to the 5th occurrence in any month. After the 5th occurrence in any month, and up to the 10th occurrence in any month, the Sub-awardee's liquidated damages for that month will not exceed \$2,000 per occurrence per day for such additional occurrences. After the 10th occurrence in any month, the Sub-awardee's liquidated damages for that month will not exceed \$10,000 per occurrence per day for such additional occurrences.

Requirement	Liquidated Damages
Sub-awardee must fill vacant contractually required positions (refer to Staffing Requirements/Qualifications) within 60 business days.	A \$100 per business day charge to the Sub-awardee may be imposed for each day beyond the 60 th business day that a contractually required staff position remains vacant.
Sub-awardee must, within the first 90 business days of the Contract, develop a quality management plan in conjunction with SHHP staff.	A \$100 per business day charge to the Sub-awardee may be imposed for each day beyond the 90 th business day that the quality management plan remains undeveloped.
Sub-awardee must, within the first 60 business days of the Contract, collaborate with SHHP staff on a monitoring tool and submit a corresponding monitoring plan for the Contract.	A \$100 per business day charge to the Sub-awardee may be imposed for each day beyond the 60 th business day that the monitoring plan remains unsubmitted.
Sub-awardee must, at the start of the Contract, provide a Continuity of Operations Plan to SHHP.	A \$100 per business day charge to the Sub-awardee may be imposed for each day beyond the Contract start date that the Continuity of Operations Plan remains unsubmitted.

- C. The State, at its option, may collect any assessed liquidated damages from Sub-awardee having a legal agreement with a pass-through entity to provide services/carry out part of a Federal award, or the selected Sub-awardee of this Contract, by deducting them from its monthly invoice payments or quarterly retainage payments to Sub-awardee.

Survival of Obligation

Sub-awardee's liability for actual or liquidated damages shall survive the termination of the Contract.



HIPAA Business Associate Attachment

This HIPAA Business Associate Attachment is hereby made a part of this Contract in its entirety as an Attachment to this Contract.

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. The Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either:
(a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum -
 - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U.S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. The Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this Contract and addendum as required by the HIPAA Rules and by this Contract and addendum.
5. The Contractor shall use or disclose PHI solely: (a) for meeting its obligations under this Contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this Contract and addendum.
6. The Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), the Contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions and requirements that apply to the Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. The Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause the Contractor to violate this Contract and addendum.
8. The Contractor shall, within three 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 4.0 Payment Terms of this Contract. Disclosures which must be reported by the Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this Contract and addendum shall be mitigated, to the extent practicable, either: (a) by the Contractor at its own expense; or (b) by LDH, in which case the Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that the Contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, the Contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).



10. The Contractor shall make available such information in its possession which is required for LDH 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 the Contractor, the Contractor shall forward such request to LDH within two days of such receipt. The Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. The Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six years after the date of the last such disclosure.
11. The Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. The Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the Contractor on behalf of LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. The Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by the Contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in this Contract.
15. The parties agree that the legal relationship between LDH and the Contractor is strictly an independent contractor relationship.
 - a. Nothing in this Contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and the Contractor.
16. Notwithstanding any other provision of this Contract, LDH shall have the right to terminate this Contract immediately if LDH determines that the Contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of this Contract, or upon request of LDH, whichever occurs first, the Contractor shall return or destroy (at the option of LDH) all PHI received or created by the Contractor that the Contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, the Contractor shall extend the confidentiality protections of this Contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.



Attachment F, Protest Information

This attachment is intended to provide Proposers with an overview of the State's protest law, procedures, and requirements, which may be updated and amended without notice. Proposers filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

Any person aggrieved in connection with this RFP or the specifications contained therein has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two days prior to the proposal opening date.

Any person aggrieved by a proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within 14 days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.



Attachment G, Hard Copy Proposal Submittal

I. Hard Copy Proposal Submittal

- A.** Proposers with the inability to submit their proposal electronically may submit their proposal via Hard Copy to the Office of State Procurement.
- B.** The Financial Proposal should be sealed separately from the Technical Proposal and should be clearly marked as "Financial Proposal". The Technical and Financial Proposals may be submitted in the same package.
- C.** Proposals may be mailed or delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement
Claiborne Building
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802
- D.** Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.
- E.** Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. 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.
- F. Important:** Clearly mark outside of envelope, box or package with the following information:
 - 1.** Proposal Name
 - 2.** Solicitation Number
 - 3.** Proposal opening date and Time

II. Number of Copies of Hard Copy Proposals

- A.** The Proposer shall submit one signed, hard copy of the proposal containing signature(s) of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization and one original copy of the Financial Proposal which should be packaged and sealed separately from the Technical Proposal and marked as Financial Proposal. All should be clearly marked "original".
- B.** The Proposer should submit one USB flash drive containing all parts from Attachment H, Proposal.
 - 1.** All parts should be saved as individual files in Microsoft Word or portable document format (.pdf).
 - 2.** All subparts of Part 2: Technical Proposal should be saved as individual files.
 - 3.** All individual files should be clearly labeled with the part or subpart.
 - 4.** The Financial Proposal should be saved in Microsoft Excel format.
 - 5.** A redacted copy of the proposal, if applicable, should be saved in portable document format (.pdf).



III. Hard Copy Proposal Response Format

- A.** Hard Copy Proposals submitted for consideration should use the forms in Attachment H, Proposal.

IV. Proposal Changes Prior to Proposal Opening

- A.** 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 opening date, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

V. Withdrawal of Proposal Prior to Proposal Opening

- A.** A Proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the designated contact person at the Office of State Procurement.



Attachment H, Proposal

Part 1: Proposer Information, Acknowledgements, and Certifications

I. PROPOSER INFORMATION

- A. **Company's Full Legal Name:**
- B. **Primary Business Address:**
- C. **Federal Tax Identification Number:**
- D. **Entity Type:**
 - ☐ Sole Proprietorship
 - ☐ Partnership
 - ☐ Limited Liability Company
 - ☐ Corporation

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.
- B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved. If your company was engaged by the Louisiana Department of Health (LDH) within the last 24 months, indicate the contract and/or purchase order number identifying the engagement.
- C. **Company Size.** Identify the number of employees working for your company.
- D. **Ownership Structure.** Describe your company's ownership structure. A statement should be provided listing the name(s) and business addresses of principal owners who hold five percent interest or more in the corporation. If the corporation is out-of-state, the name and address of the local representative should be provided.
- E. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past five years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the State. The Proposer must, within 24 hours, notify the State of any change to the Proposer's Proposal Contact.

- A. **Proposal Contact Name:**
- B. **Proposal Contact Title:**
- C. **Proposal Contact Email:**
- D. **Proposal Contact Phone Number:**



IV. COMPANY FINANCIAL INFORMATION

The Proposer should provide with their proposal response financial information that will allow the State to ascertain the financial stability of the firm.

If a public company, the Proposer should provide their most recent audited financial report.

If a private company, the Proposer should provide a copy of their most recent internal financial statement and a letter from their financial institution on the financial institution's letterhead, stating the Proposer's financial stability.

V. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, the Proposer acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- ☐ Neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- ☐ Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the State. If after reviewing Proposer's written explanation the State determines it is not in the best interest of the State to award Proposer a Contract, the State may reject Proposer's proposal.

B. Federal Suspension or Debarment.

1. By signing and submitting any proposal for \$25,000 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 2 CFR §200 Subpart F "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

C. Non-collusion.

1. This proposal has been developed independently by Proposer and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Proposer or supplier of Product in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Proposer or its employees or agents to any person not an employee or agent of Proposer and will not be communicated to any such persons prior to the proposal opening date.

D. Data Disclosure to Foreign Governments. (Check one of the below.)

- ☐ Proposer is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments.



- ☐ Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the State. If after reviewing Proposer's written explanation the State determines it is not in the best interest of the State to award Proposer a Contract, the State may reject Proposer's proposal.

E. Discriminatory Boycotts of Israel.

1. In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five or more employees.
2. By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

F. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries.

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

G. Conflicts of Interest. (Check one of the below.)

- ☐ Proposer represents that none of its officers or employees are officers or employees of the State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the State.
- ☐ Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the State. If after reviewing Proposer's written explanation the State determines it is not in the best interest of the State to award Proposer a Contract, the State may reject Proposer's proposal.



- H. Tax Clearance.** Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with La. R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any Contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven days of such notification.

- I. Confidential, Proprietary, or Protected Information.** As set forth in Attachment A, Standard RFP Terms and Conditions, if Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Part 6, Claim of Business Confidentiality, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the State from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. Understanding of this RFP.** Proposer has read this RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing this RFP and any issues relating to the content of this RFP, including instructions, requirements, or specifications Proposer believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the State using the process described in this RFP for asking questions or, if applicable, by filing a protest.
- K. Acceptance of Procedures.** Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.



SIGNATURE

The undersigned is one of the following:

1. The Proposer, if Proposer is an individual;
2. A partner in the company, if Proposer is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Proposer is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Proposer's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Proposer, or both to suspension or debarment proceedings, as well as other remedies available to the State by law, including termination of any Contract awarded to Proposer.

PROPOSER:

Signature

Date

Printed Name

Title

Email Address

Phone Number



Part 2: Technical Proposal

Proposer must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Proposer should provide all information necessary to demonstrate Proposer's ability to meet the requirements of this RFP and the RFP's Scope of Work.

Subpart A: Response to Mandatory Minimum Requirements

- I. Proposer shall maintain a physical office in the Louisiana Department of Health (LDH) region(s) in which they will provide services, or be able to establish one within the first 30 days of the proposed contract. Does the Proposer meet this requirement?



Part 2: Technical Proposal

Subpart B: Use of Subcontractors

Check one of the following:

- ☐ Proposer intends to enter into subcontractor arrangements. Proposer will complete the subcontractor worksheet found on the RFP Website by clicking References in the Use of Subcontractors section.
- ☐ Proposer does not intend to enter into subcontractor arrangements.



Part 2: Technical Proposal

Subpart C: Company Background and Experience

- I. The Proposer should give a brief description of their company including brief history, corporate or organizational structure, and number of years in business.
- II. Proposer should provide, within the last 24 month period, a similar type project providing and involving the provision of case management, food voucher, or other social services, referencing size, scope, and function to this RFP; including experience in other states or in corporate and governmental entities of comparable size and diversity.
- III. The Proposer should describe their experience and expertise in providing case management, housing, food vouchers, and other supportive services to specific populations.



Part 2: Technical Proposal

Subpart D: Approach and Methodology

- I. The Proposer should provide a detailed description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This description should be a brief summary, setting out the Proposer's management philosophy including, but not limited to: the role of Quality Management and Assurance, Professional Practices, Supervision, Distribution of Work, on-site availability including hours of operation and schedules, and Communication Systems.
- II. The Proposer should provide a detailed plan on how they propose to provide Ryan White Part B and HOPWA Support Services to eligible individuals in LDH Regions 3-9. Included in this plan, the Proposer should provide a detailed description of their understanding of compliance and legislative awareness of Federal funding requirements, and reference SHHP Service Standards. The Proposer should also describe their ability to effectively implement the services outlined within the Scope of Work and state the Proposers approach in achieving each objective of the project.
- III. Proposers should complete the **Proposed Client Goals Form**. In this attachment, the Proposer should provide their proposed number of clients to be served each year per service for the area(s) the Proposer is proposing to serve. The **Proposed Client Goals Form** is available by clicking References.
- IV. Organization, Administration, and Staffing
 - A. The Proposer should provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
 - B. The Proposer should describe in detail their proposed workflow process between intake, assessment, referral/linkage, and graduation/termination of clients as based on needs.
 - C. The Proposer should describe the levels of service that are provided at various times during the week—for instance, specific services only available on certain days of the week such as Monday – Friday, 8:30 am to 5:00 pm CST, versus the type of support provided during non-business hours, including holiday and weekend hours.
 - D. The Proposer should describe their ability to hire staff with the necessary experience and skillset to effectively meet the needs of clients.
 - E. The Proposer should describe what flexibility exists within their work plan to address unanticipated problems which might develop during the contract period.
- V. Monitoring
 - A. The Proposer should describe specific, effective strategies for maximizing program productivity while maintaining a high degree of accuracy in data entry, and invoicing.
 - B. The Proposer should describe their process for monitoring compliance with SHHP standards within the service operations process in each individual proposed Region, and within the client charts.
 - C. The Proposer should describe their system to effectively monitor service line items for Health Resources and Services Administration (HRSA), STI/HIV/Hepatitis Program (SHHP), and U.S. Department of Housing and Urban Development (HUD) compliance.



VI. Quality Improvement

- A.** The Proposer should describe their current capacity, plans, and activities to support quality assurance and continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided, surveying clients about their experience(s), documenting the error rate of specific tasks, assessing staff productivity, and collaborating with SHHP to document client health outcomes. Include examples of previous survey and/or other evaluation tools as attachments.

VII. Data Security, and Data Use

- A.** The Proposer should describe policies and procedures in place to protect the confidentiality of electronic and physical client records accessed and maintained as part of this project in compliance with LDH rules and guidelines, the HIPAA Security Rule, and the federal HITECH Act of 2009, as well as satisfying industry standards and practices.

- VIII.** The Proposer should provide innovative concepts, if any, for the State's consideration. Innovative concepts may include new methods, tools, or technology used in performing services that provide value to the State or enhance efficiency of the services. This is an opportunity for the Proposer to demonstrate original or creative ideas.



Part 2: Technical Proposal

Subpart E: Proposed Staff Qualifications

- I. The Proposer should provide an organizational chart, updated within the last calendar year, identifying personnel considered key to the success of this project, their job titles and major job duties. The organizational chart should show lines of job responsibility, workload, supervisor and authority, and individual funding allocations.

Proposed positions should include but are not limited to a Support Services Director or Director of Client Services, Case Managers, Benefit Coordinators, and a Data Management/Analysis Coordinator (with the exception of the Support Services Director and customer services coordinator, positions do not necessarily have to be at 100% FTE).

Proposers should have one full time employee in the Data Management/Analysis Coordinator role if they plan to serve more than 300 clients. Proposers with fewer than 300 clients should include a 0.5 FTE Data Management/Analysis Coordinator in their staffing plan.

- II. The Proposer should provide the percentage of time directly assigned to the project for key personnel.
- III. The Proposer should provide the location of Administrative Office with full time personnel, include all office locations (addresses) with full time personnel.
- IV. If any of the Proposer's personnel is a current or former Louisiana State employee, the Proposer should state the Agency where employed, position, title, and termination date of the staff member.
- V. The Proposer should include resumes of all key personnel. Resumes of proposed personnel should include, but not be limited to:
 - Experience with Proposer, if any
 - Previous experience in projects of similar scope and size
 - Educational background, certifications, licenses, special skills, etc.
- VI. 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.



Part 3: Financial Proposal

Proposer must complete all required elements of the Financial Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of the Financial Proposal may result in Proposer's proposal being deemed non-responsive.

Proposer is wholly responsible for ensuring figures and calculations submitted in the Proposer's completed Financial Proposal are accurate, even if formulas have been provided by the State as a courtesy.

Inclusion of cost or pricing information in any document other than the Financial Proposal may result in the Proposer's proposal being deemed non-responsive.

Proposed Costs

The Financial Proposal will consist of a Price Schedule. The Price Schedule is available on the RFP Website by clicking References in the Financial Proposal section.



Part 4: Veteran Initiative and Hudson Initiative Programs

Check one or more of the following, as applicable:

- ☐ Proposer is a certified **Veterans Initiative** small entrepreneurship.
- ☐ Proposer is a certified **Hudson Initiative** small entrepreneurship.
- ☐ Proposer will engage the participation of one or more certified small entrepreneurship as subcontractor(s).
Proposer will complete the subcontract worksheet with each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points.
- ☐ Proposer is not a certified Veterans Initiative or Hudson Initiative small entrepreneurship.



Part 5: Proposed Modifications to Sample Contract

The State may, but is not obligated to, consider proposed modifications to Attachment E, Sample Contract.

Provisions of the Sample Contract that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the State.

Proposer-specific modifications to the Sample Contract may be proposed as part of Proposer's proposal in this part but are **strongly discouraged**. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.

Proposer's Proposed Modifications. (Check one of the below.)

- ☐ Proposer has no proposed modifications to Attachment E, Sample Contract.
- ☐ Proposer proposes the modifications set forth in the table below and **will submit with Proposer's proposal a redlined copy of Attachment E, Sample Contract** incorporating each proposed modification. Proposer understands, acknowledges, and agrees to comply with the following:
 - The following will not be considered by the State:
 - Any proposed modification not submitted in this attachment;
 - Any proposed modification not accompanied by an explanation as required in this attachment;
 - Any proposed modification not reflected in redlined edits to the Sample Contract and submitted with Proposer's proposal;
 - Any proposed modification merely referencing another document or a URL; and
 - Any proposed modification to the following non-negotiable contract terms: Taxes, Assignability, Right to Audit, Compliance with Civil Rights Laws, Data/Record Retention, Complete Contract, Order of Precedence, Contract Modification, Governing Law, Contract Controversies, and Termination for Non-Appropriation of Funds.
 - Proposers may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Contract.
 - Each of the following fields **must** be completed for each proposed modification to the Sample Contract:
 - **Sample Contract Section Reference:** The page, section, or paragraph in the Sample Contract that is the subject of Proposer's proposed modification.
 - **Sample Contract Language:** The language in the Sample Contract that the Proposer is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Proposer's proposed changes to the Sample Contract language including, if applicable, Proposer's proposed alternate language.
 - **Justification for Proposed Change:** Proposer's justification for the proposed change.
 - **Risk and Benefits of Acceptance:** Proposer's analysis of the risk and benefits to the State—including quantifiable costs or cost savings—if Proposer's proposed change is accepted by the State.



Sample Contract Section Reference	Sample Contract Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

{Add additional rows as needed.}



Part 6: Claim of Business Confidentiality

Proposer's Claims of Business Confidentiality. (Check one of the below.)

- ☐ Proposer is not claiming any information within Proposer's proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)
- ☐ Proposer claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Proposer's proposal a redacted copy of Proposer's proposal**, which must be clearly marked, redacted and blacked out as such. Proposer understands, acknowledges, and agrees to comply with the following:
- Each of the following fields **must** be completed for each claim asserted by Proposer:
 - **Proposal Section Reference:** The page, section, or paragraph in Proposer's proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim and Explanation:** The basis for Proposer's claim and explanation of how the information claimed to be confidential meets the basis for the claim.
 - Proposer shall mark each page containing confidential, proprietary, or protected information as "CONFIDENTIAL".
 - **Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected.**

Proposal Section Reference	Confidential Information	Basis for Claim and Explanation

{Add additional rows as needed.}



Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the State for purposes of determining the validity of Proposer's claim(s). Proposer understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable laws, including, but not limited to, Louisiana Public Records Law. Proposer further agrees that if Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the State from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

PROPOSER:

Signature

Date

Printed Name

Title

Email Address

Phone Number



Part 7: Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	_____
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Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual