



LOUISIANA DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS

STATE OF LOUISIANA
RYAN WHITE PART B CORE AND SUPPORT SERVICES
AND
HOUSING OPPORTUNITIES FOR PERSONS LIVING WITH AIDS (HOPWA)
FUNDING FOR PEOPLE LIVING WITH HIV

STD/HIV PROGRAM
OFFICE OF PUBLIC HEALTH
LOUISIANA DEPARTMENT OF HEALTH

RFP # [3000009904]
Proposal Due Date/Time: Friday, May 18, 2018 - 4:00 PM CT

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Term and Acronym Glossary

ADAP: AIDS Drug Assistance Program

CAREWare: Ryan White and HOPWA program reporting database

Contractor: The successful proposer who is awarded a contract

Department or LDH: Louisiana Department of Health

Discussions: For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

FMR: Fair Market Rate

FPL: Federal Poverty Level

HHS: United States Department of Health and Human Services

HIP: Health Insurance Program

HIV: Human Immunodeficiency Virus

HOPWA: Housing Opportunities for Persons with AIDS

HQS: Housing Quality Standards

HRSA: Health Resources and Services Administration, Department of Health and Human Services

HUD: United States Department of Housing and Urban Development

LA HAP: Louisiana Health Access Program

LDH: Louisiana Department of Health

LSU: Louisiana State University

Minimum Required Ryan White Service Report (RSR) Data Fields: Client level information required to complete the annual Ryan White Service Report, as mandated by federal legislation (current list of data elements included in Procurement Library)

Multiple Providers: More than one provider within a public health region contracted to provide Ryan White and/or HOPWA services.

Must, Shall, Will: Denotes a mandatory requirement

OPH: Office of Public Health

Original: Denotes must be signed in ink

PHS: Public Health Service, HHS

PLWH: Person living with HIV

Proposer: An Individual or organization submitting a proposal in response to an RFP

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

RSR: Ryan White Service Report
Ryan White: Ryan White HIV/AIDS Treatment Extension Act of 2009

SSAE 16 Soc 1 Type 2 audit: Statement on Standards for Attestation Engagements Number 16. SOC 1 Type 2 audit includes the design and testing of controls to report on the operational effectiveness of controls over a period of time (typically six months).

Should, May, Can: Denotes a preference, but not a mandatory requirement

SHP: STD/HIV Program, Office of Public Health, Louisiana Department of Health

State: The State of Louisiana

STD/HIV Program: Sexually Transmitted Disease/Human Immunodeficiency Virus Program

TBRA: Tenant Based Rental Assistance

UDC: Unduplicated Client

I. GENERAL INFORMATION

A. Background

1. 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.
2. LDH is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, the Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.
3. LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The Office of Public Health STD/HIV Program (SHP) is responsible for coordinating the state's response to the HIV epidemic. The program conducts activities to: 1) provide medical and social services to persons living with HIV, 2) prevent new cases of HIV infection, and 3) collect data to meet State and Federal requirements and to compile, analyze and distribute information about the progression of the HIV epidemic in the state.
5. Louisiana has been awarded funds by the Health Resources and Services Administration (HRSA) pursuant to the Ryan White HIV/AIDS Treatment Extension Act of 2009 and this annual allocation will be administered by SHP. Funding under the Ryan White HIV/AIDS Treatment Extension Act of 2009 is authorized by the PHS Act Section 2611, as amended (42 U.S.C. 300ff-21). Part B funding is used to assist States and Territories in developing and/or enhancing access to a comprehensive continuum of high quality, community-based care for low-income individuals and families living with HIV. Additional information about this legislation can be found at <https://hab.hrsa.gov/>

State Formula HOPWA (Housing Opportunities for Persons with AIDS) is awarded annually to the STD/HIV Program once the Consolidated Plan for Louisiana has been approved by the Department of Housing and Urban Development (HUD), pursuant to the Code of Federal Regulations (24 CFR Part 574). These legislative guidelines can be found in their entirety at <https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:3.1.1.3.7>

The current Consolidated Plan for the State of Louisiana can be found on the Division of Administration website at <http://lhc.louisiana.gov/assets/Programs/HOME/Proposed-2017-State-of-Louisiana-Consolidated-Annual-Action-Plan.pdf>

Additionally, all contractors are expected to adhere to the Uniform Grant Guidance as it applies to subcontractors of grantees that receive federal resources from the U.S. Department of Health and Human Services (DHHS). These guidelines can be found at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and should be reviewed thoroughly and in-depth before proceeding with the provision of services.

B. Purpose

1. The purpose of this RFP is to solicit proposals from qualified proposers to provide community-based supportive services to persons living with HIV (PLWH).
2. Contracts are necessary to ensure that the resources available through the Ryan White HIV/AIDS Treatment Extension Act of 2009 and the Housing Opportunities for Persons with AIDS are used to develop and/or enhance access to a comprehensive continuum of high quality, community-based care for low-income individuals and families living with HIV. The contracts will provide efficient and effective service delivery to eligible clients and to insure that there is no duplication of services. The scope of work to be performed is outlined in the Deliverables section of this RFP.

C. Goals and Objectives

The goal of this RFP is to improve the health outcomes of persons living with HIV in Louisiana. This will be achieved by providing Ryan White Part B Core Medical and Supportive Services, and services

available through the Housing Opportunities for Persons with AIDS (HOPWA) program, that help eligible program participants engage and be maintained in primary medical care, access medications for the treatment of their HIV, and increase access to stable housing. The number of services that will be funded in each region will be dependent on the annual availability of federal funding, the availability of community partners that are currently providing similar supports, as well as the documented unmet need within the HIV community for essential services. The level of coverage will be awarded with the intention of meeting the goals and objectives established by the Louisiana HIV/AIDS Strategy for Integrated Prevention and Care. These goals can be achieved and maintained through several key objectives:

1. Ensure that each of the seven LDH regions covered in this RFP (i.e., 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.
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.
3. Ensure that all program participants are assessed for housing stability and are offered services that best match their current needs.
4. Monitor and evaluate programmatic and fiscal performance routinely to ensure that high quality services are being provided in a comprehensive and cost effective manner.

D. Invitation to Propose

LDH Office of Public Health is inviting qualified proposers to submit proposals for services to provide a comprehensive continuum of high quality, community based care for low income individuals and families living with HIV, in accordance with the specifications and conditions set forth herein. This RFP is primarily directed towards the provision of Bundled Services; however, once a successful proposer in each LDH Region (see Attachment VII) has been selected for the provision of Bundled Services, based on demonstrated client needs and the availability of funding, Optional Ryan White Part B and HOPWA services may be awarded at the discretion of LDH.

Qualified proposers may submit proposals for one or more or all LDH Regions (3 – 9). For proposers submitting proposals for more than one region, a separate technical and cost proposal must be submitted for each region. Each proposal shall address all six of the following **Ryan White Part B and HOPWA Bundled Services**:

- Non-Medical Case Management,
- Health Education/Risk Reduction,
- Outreach Services,
- Referral for Health Care and Support Services,
- Medical Transportation, and
- HOPWA Tenant-Based Rental Assistance.

Post award, LDH reserves the right to award one or more additional services from the following categories to the Bundled Services contract(s) and/or to independent proposers, based on availability of funding and evidence of regional need for particular services.

A. Optional Ryan White Part B Service Categories:

- Child Care Services
- Emergency Financial Assistance
- Food Bank
- Housing Services
- Medical Case Management & Treatment Adherence Counseling
- Mental Health Treatment Services
- Oral Health Care
- Other Professional Services
- Psychosocial Support Services
- Respite Care Services
- Substance Abuse Outpatient Care

B. Optional HOPWA Service Categories:

- Resource Identification Services
- Permanent Housing Placement Services and
- Short Term Rent, Mortgage, and Utility Payments

Expanded Service Definitions for both Ryan White and HOPWA services (both Bundled and Optional services) can be found in Attachment VIII.

Additionally, if new services are defined by HRSA, or if new service gaps/unmet needs are identified at any time in the duration of this contract, additional resources may be awarded at the discretion of LDH in order to comply with updated legislative requirements and/or emerging client needs.

E. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

<http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>

It is the responsibility of the proposer to check the DOA website for addenda to the RFP, if any.

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

- 1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:
Capucinca Harris-Roberts, Program Monitor
Louisiana Department of Health
1450 Poydras Street, Suite 2136
New Orleans, LA 70112
Email: Capucinca.Harris-Roberts@la.gov
Office: 504/568.7474
Fax: 504/568.7044
- 2. All communications relating to this RFP must be directed to the LDH RFP Coordinator person named above. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.
- 3. This RFP is available in pdf at the following web links:
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
<http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>

B. Proposer Inquiries

- 1. LDH will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
May also be posted at:
<http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>
- 2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

C. Pre-Proposal Conference

- 1. A non-mandatory pre-proposal conference will be held on the date and time listed on the Schedule of Events. Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. The conference will be held at the following location for those attending in person:

STD/HIV Program
1450 Poydras Street, Suite 2136 (Benson Tower)
New Orleans, LA 70112

For those proposers accessing this event remotely, please use the information below:

Call in: 888/398.2342
Passcode: 5018903#

- 2. Although impromptu questions will be permitted and spontaneous answers provided during the conference, the only official answer or position of the Department in response to written questions will be stated in writing and signed by an authorized agent of the Department. Therefore, proposers should submit all questions in writing (even if a verbal response has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link:
www.LDH.louisiana.gov.

D. Schedule of Events

LDH reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible proposers.

Schedule of Events	
Public Notice of RFP in newspapers and post to LaPac	March 23, 2018
Non-Mandatory Pre-Proposal Conference	Thursday, April 5, 2018 1:00 P.M. CT STD/HIV Program office 1450 Poydras Street, Suite 2136 New Orleans, LA 70112
Deadline for Receipt of Written Questions	Wednesday, April 11, 2018 4:00 P.M. CT
Response to Written Questions	Wednesday, April 18, 2018
Deadline for Receipt of Written Proposals	Friday, May 18, 2018 4:00 P.M. CT
Notice of Intent to award announcement, and 14-day protest period begins, on or about	June 1, 2018
Contract Begins, on or about	September 1, 2018

III. SCOPE OF WORK

A. Project Overview

Under the Ryan White HIV/AIDS Treatment Extension Act of 2009 and the annual State Formula HOPWA award, a comprehensive continuum of care includes essential core medical and support services that assist Persons Living with HIV (PLWH) in accessing treatment of HIV infection that is consistent with Public Health Service (PHS) Treatment Guidelines.

<https://aidsinfo.nih.gov/guidelines>

Core Medical and Support Services are defined by National Monitoring Standards for Part B Grantees. Access to care is facilitated by the availability of support services, such as those listed in the Service Definitions. Support Services provided as part of the continuum of care must enable individuals to access and remain in medical care and treatment for their HIV infection.

State Formula HOPWA funding provides housing assistance to low-income persons living with HIV in order to prevent homelessness. The Contractor is encouraged to develop community-wide strategies and form partnerships with area non-profit organizations. HOPWA funds may be used to support: tenant based rental assistance (TBRA); resource identification (RI); permanent housing placement services (PHPS); and short-term rent, mortgage and utility (STRMU) payments to prevent homelessness.

These contracts will result in a reduction of gaps in service delivery systems and progress in achieving the goals set forth in the National HIV/AIDS Strategy for 2020. The Strategy is available in its entirety at <https://files.hiv.gov/s3fs-public/nhas-update.pdf>.

Specifically, these contracts will result in a decrease in community viral load through LDH Regions 3 – 9. This will be accomplished by providing Core Medical and Support Services to eligible persons living with HIV while simultaneously eliminating fragmentation of care and duplication of services across the geographic regions. Although all of the service categories noted above are eligible for funding, the STD/HIV Program may limit the number and scope of services to be delivered based on available fiscal resources and the documented need in specific geographic regions.

B. Deliverables

1. General Requirements
2. Programmatic Requirements
3. Operations Requirements
4. Staffing Requirements/Qualifications
5. Record keeping requirements
6. Reporting Requirements
7. Transition Plan

1. General Requirements

- A. Maintain all relevant and required documents with the Louisiana Secretary of State in order to conduct business in the State of Louisiana.
- B. Maintain a physical business location in the State of Louisiana, in the Region in which services will be provided to eligible clients.

2. Programmatic Requirements

- A. All Contractors must strive 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 healthcare delivery systems; and evaluate the impact of contracted funds and make needed improvements.
- B. Contract(s) for Bundled Services in Regions 3 - 9 will be awarded as a result of this RFP. For Bundled services, Contractors must provide the services for each region awarded through this RFP. If an awarded contractor does not have a local office within the designated region, one must be established within 30 calendar days of contract start date.
- C. 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 contractor.
- D. Contractors shall adhere to all requirements to provide funded service by familiarizing themselves 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.

3. Operations Requirements

Supportive services are home- and community-based. Agency staff shall encounter clients in their environment, which may include a residence, a public facility, in the streets, or within the confines of the funded agency. The first and highest priority of all services must be to ensure persons living with HIV are enrolled and sustained in coordinated health care that optimizes clients' health and well-being. Case Management in particular should be well-equipped to coordinate a wide-array of multiple, often fragmented services necessary to access health care, and has both the potential and the obligation to impact quality and longevity of life.

The goal of accessing supportive services shall be enhanced independence and increased quality of life for individuals with HIV infection. All services shall be provided in the appropriate place by appropriate providers in a manner that is culturally and linguistically competent. 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. Case management shall provide for a minimum of one home visit per year, as determined by client need in order to assess relevant support systems and a habitable domicile.

a. Collecting and Maintaining Client Information

The protection of client information shall begin at the time of intake and shall continue throughout and beyond the client's tenure in a program. Procedures for protection shall include use of appropriate consent forms, file maintenance and protection, compliance with current data security standards, staff guidance and training on appropriate information sharing, and avoidance of unintentional information sharing. Each of these procedures is described in more detail in this section.

4. Staffing Requirements/Qualifications

- 1. All personnel proposed for this contract must meet the current State and federal licensing requirements that are applicable to their job duties under the contract. Medical Case Managers must be medical professionals who have access to client level medical information and the skills to understand the implications of that data. Non-Medical Case Managers must have achieved a Bachelor's degree in a human services related field with at least one year of case management experience. 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 may be included in the proposed budget.

2. The Contractor must provide and update an Organizational Chart and the list of Key Personnel throughout the term of this Contract as requested by the Support Services Monitor. All Staff replacements must have comparable or greater skills to perform the contract activities as were performed by the personnel being replaced.
3. All staff shall be regularly 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.

5. Record Keeping

1. Requirements

- A. Contractor must maintain eligibility information and all required data fields for each client who has accessed services. The proposer must have a plan in place to relinquish all client data to SHP staff at the termination of the contract. Please refer to the Procurement Library for the Minimum Required RSR Data Fields.
- 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 contractor 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.

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 Contractor 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 contractor 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 Contractor 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 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.

5. Performance Measurement and Reporting

1. Enhancing program impact.

Performance measurement is an important management tool that can enhance program impact and performance. Regular review of performance data allows program managers to identify what is working well and where adjustment needs to be made to more effectively address the needs of persons living with HIV.

2. Meeting Federal requirements.

- A. HUD is required to meet the standards of the Government Performance and Results Act (GPRA) of 1993, which holds all Federal agencies accountable for establishing goals and objectives and measuring outcomes.

- B. The HOPWA program promotes stable housing as a platform for delivering a wide variety of health and social services for many of the nation's most vulnerable households. Program achievements shall be measured through performance reports submitted annually by the Contractor.

NOTE: Clients may not be charged for services (i.e., set fees and sliding fee scales shall be waived) in all instances.

6. Reporting Requirements

- A. Contractor shall document individual transactions for each client in CAREWare in order to satisfy requirements of HRSA, HUD, LDH, OPH and the STD/HIV Program, such as invoicing, reporting and evaluation. The required information may be manually entered, or may be imported from another comparable data collection system. This data will include but is not limited to:
1. All units of service delivered on behalf of a client;
 2. Total monthly expenditures;
 3. Dates of all service visits; and
 4. Required client demographic and eligibility information.
- B. Contractor shall comply with all SHP, OPH, LDH, HRSA and HUD reporting requirements.
- C. Contractor shall coordinate with SHP staff for technical assistance with CAREWare. However, the Contractor 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 Contractor shall maintain the security and routine maintenance of all equipment purchased by the STD/HIV Program for use at the local agency.
- D. Contractor shall maintain a detailed report of all payments forwarded to vendors and any refunds received.
- E. An independent financial audit shall be conducted on an annual basis in compliance with state auditing requirements. This results and final report from each audit shall be submitted no later than 90 calendar days after the anniversary date of the contract to the SHP Business Unit for review.
- F. Contractor shall ensure confidentiality by complying with all applicable confidentiality requirements for client information under Louisiana and federal law (including the HIPAA Privacy Rule and the HiTECH Act of 2009) and the program confidentiality guidelines established by the STD/HIV Program.
- G. Lastly, all contractors shall comply with the Uniform Grant Guidance as it applies to subcontractors of grantees that receive federal resources from the Department of Health and Human Services (DHHS). <https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1-part200.pdf>

7. Transition Plan

The contractor shall provide a detailed plan of how the services will be transitioned to a new contractor upon termination of the contract without interrupting services to clients.

C. Liquidated Damages

- A. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may reassert the assessment of liquidated damages, even following contract termination.
- a. Late submission of any required report - \$50 per working day, per report.
 - b. Failure to fill vacant contractually required key staff positions within 90 days - \$100 per working day from 91st day of vacancy until filled with an employee approved by the Department.

- c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
- B. The decision to impose liquidated damages may include consideration of some or all of the following factors:
- a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

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

E. Technical Requirements

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical and reporting purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on federal reporting requirements and collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

- The contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP. As financial resources are available, the STD/HIV Program may assist in supporting the cost and procurement of equipment to facilitate services to eligible clients and data collection/reporting that meets current guidelines and federal requirements. In these instances, all equipment must be tagged by the State, inventoried annually and maintained in optimal operating condition.
- The contractor shall 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 RFP.
- The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- Unless explicitly stated to the contrary, the contractor shall be responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor shall also be responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- The contractor will procure and maintain technical support services to address internet connectivity, equipment maintenance, antivirus protection and "troubleshooting" to ensure that all electronic devices meet compliance requirements and have optimized functionality.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor 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).
- Any contractor 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.
- All contractor 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.
- Have encryption protection enabled at the Operating System level.

F. Subcontracting

1. The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.
2. Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
3. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:
 - a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
 - b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Compliance With Civil Rights Laws

1. Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.
2. 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, age, national origin, veteran status, political affiliation, disability, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

H. Insurance Requirements

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

1. Contractor's Insurance

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

2. Workers' Compensation Insurance

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

3. **Commercial General Liability Insurance**

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

4. **Insurance Covering Special Hazards**

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

5. **Licensed and Non-Licensed Motor Vehicles**

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

6. **Subcontractor's Insurance**

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

I. Resources Available to Contractor

The STD/HIV Program will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

J. Contract Monitor

All work performed by the contract will be monitored by the contract monitor or designee:

Ariel White, Support Services Monitor
Louisiana Department of Health
Office of Public Health STD/HIV Program
1450 Poydras Street, Suite 2136
New Orleans, LA 70112

K. Term of Contract

1. The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of this contract shall be three (3) years.
2. No contract/amendment shall be valid, nor shall the Department be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the director of the Office of State Procurement. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

L. Payment Terms

1. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices shall be subject to approval of the Director of Bureau of Infectious Diseases as the approval authority or designee. Continuation of payment shall be dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within **30 calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services

rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

M. Independent Assurances

1. The Office of Public Health will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 Soc 1 Type 2 audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. When required by the state the contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV&V), and other internal project/ program reviews and audits.
2. These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and includes a detailed description of the audit firm's tests of the operating effectiveness of controls.
3. The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. When required by Office of Public Health, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State. If cost of the audit is to be borne by the Contractor, it was included in the response to the RFP.

IV. PROPOSALS

A. General Information

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

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and LDH until an award is made.

C. Code of Ethics

1. The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (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.
2. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by LDH to award a contract(s) or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject, in whole or part, all proposals submitted in response to this solicitation;
2. Cancel this RFP; or
3. 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.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, 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 following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); or Title 39, Chapter 17 (Louisiana Procurement Code).

E. Contract Award and Execution

1. The Secretary of LDH reserves the right to:
 - a. Make an award without presentations by proposers or further discussion of proposals received; or
 - b. Contract for all or a partial list of services offered in the proposal.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
4. If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within fifteen (15) days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

F. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal. All assignments must be approved of by the Department.

G. Determination of Responsibility

1. Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected proposer:
 - a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
 - c. Is able to comply with the proposed or required time of delivery or performance schedule;
 - d. Has a satisfactory record of integrity, judgment, and performance; and
 - e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
2. The proposer must ensure that its proposal contains sufficient information for LDH to make its determination by presenting acceptable evidence of the above to perform the contracted services.
 - a. The proposer shall include with its proposal copies of audited financial statements for each of the last three (3) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project, as required by Section IV.G.1.a above.
 - b. The financial statements shall be reviewed and assessed by a staff member of LDH who is a Certified Public Accountant licensed in Louisiana.

H. Proposal and Contract Preparation Costs

The proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement. The proposer shall not include these costs or any portion thereof in the proposed

contract cost. The proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

I. 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, as per Section II.A of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the 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.

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
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 the RFP

J. Errors and Omissions

The Department reserves the right to make corrections due to minor errors of proposer identified in proposals by the Department or the proposer. The Department, at its option, has the right to request clarification or additional information from proposer.

K. Ownership of Proposal

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

L. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted at the following web address:
<http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>

M. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to ensure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (The Certification Statement must have original signature signed in ink), five (5) duplicate hard copies, and one (1) electronic copy (CD or USB flash drive) of the entire proposal. Proposer shall also submit one (1) electronic copy (CD or USB flash drive) of its Redacted Proposal, if applicable. All electronic copies must be searchable. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements

shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:
Capucinca Harris-Roberts, Program Monitor
Louisiana Department of Health
Office of Public Health STD/HIV Program
1450 Poydras Street, Suite 2136
New Orleans, LA 70112

If delivered via US Mail:
Capucinca Harris-Roberts, Program Monitor
Louisiana Department of Health
Office of Public Health STD/HIV Program
1450 Poydras Street, Suite 2136
New Orleans, LA 70112

N. Confidential Information, Trade Secrets, and Proprietary Information

1. 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 the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the (state agency).
3. Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1 *et seq.* and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

O. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

P. Requested Proposal Outline:

1. Introduction
2. Narrative/Administrative Data
3. Work Plan/Project Execution
4. Relevant Corporate Experience and Responsibility
5. Personnel Qualifications
6. Additional Information
7. Cost and Pricing Analysis

Q. Proposal Content

1. Introduction

a. Cover Letter

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

b. Table of Contents

- The proposal should be organized in the order contained herein, in accordance with Section IV.P. above ("Requested Proposal Outline").

c. Quality And Timeliness

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

d. Assume Complete Responsibility

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

e. Approach and Methodology

- Proposals should define the proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section III. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

2. Narrative/Administrative Data

- a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of LDH Office of Public Health STD/HIV Program as related to the scope of this RFP. It should further cite its ability to satisfy the requirements of this RFP.
- b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Management/Quality Improvement, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c. This section should also include the following information:
 - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer.
 - iii. Relevant information for purpose of issuing checks and/or drafts.
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
 - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)

- d. The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

3. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures 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. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for quality management (QM)/continuous quality improvement (CQI); this includes (but is not limited to) reviewing the quality of services provided and staff productivity. Please include any existing QM/CQI plans with the application.
- h. Demonstrate an understanding of and ability to implement data collection as needed.
- i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k. Refer to specific documents and reports that can be produced in order to achieve the requested deliverables.
- l. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- o. Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- p. Clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution. The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

- q. Identify the support services that will be procured or maintained to address internet connectivity, equipment maintenance, antivirus protection and “troubleshooting” to ensure that all electronic devices meet compliance requirements and have optimized functionality.
- r. If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.
- s. Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- t. If proposing to provide one or more optional services, demonstrate ability to provide these services in an effective and efficient manner, utilizing best practices. (This will not be considered or scored as part of the evaluation of the proposal, but will be relevant if the proposer is awarded a contract under this RFP and is given an opportunity to provide optional services.

4. Relevant Corporate Experience and Responsibility

- a. The proposal should indicate the proposer’s firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 24 months. References shall include the name, email address and telephone number of each contact person.
- b. If proposing optional services, the Proposer should describe experience providing these services. (This will not be considered or scored as part of the evaluation of the proposal, but will be relevant if the proposer is awarded a contract under this RFP and is given an opportunity to provide optional services.
- c. In this section, a statement of the proposer’s involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.
- d. The evaluation of the proposer’s responsibility under this section shall include consideration of the information and documentation required by Section IV.G.a.1 of this RFP.

5. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer’s personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel. If proposing to provide optional services, staff experience and qualifications in these services should be included.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a subcontractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Résumés of proposed personnel should include, but not be limited to:

- i. Experience with proposer.
 - ii. Previous experience in projects of similar scope and size.
 - iii. Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

6. Additional Information

- A. As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.
- B. Optional Services Pricing
If proposing Optional Services, all successful proposers for the provision of Bundled Services will be contacted post award and asked to provide budgets and proposed Unit Costs for each Optional service category noted in the response to this RFP. The successful proposer will provide the budget, by service category, by region proposed, and by year.

7. Cost and Pricing Analysis

- a. The Proposer may propose to provide services in one or more regions, for all six bundled services listed in Attachment VI. The proposer shall provide an all-inclusive unit price for each of the items listed on Attachment VI **for each year of the contract and for each region proposed**. Failure to provide a unit price for each item shall cause the proposal to be disqualified for the region proposed.
- b. Proposers shall also submit a budget in a similar format to the attached sample cost template form (See Attachment V) for each proposed bundled service category, per region proposed and for each year of the contract. The budget should indicate expenditures to support the unit prices proposed.
- c. The Proposer shall provide a total proposed cost by region proposed, by year, for all bundled services. The Proposer shall use Attachment VI.

R. Waiver of Administrative Informalities

The Louisiana Department of Health reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

S. Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.
- 2. Scoring will be based on a possible total of **100** points and the proposal with the highest total score will be recommended for award.
- 3. Cost Evaluation:
 - a. The proposer with the lowest weighted cost (please see 3.c. below) for all three years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$CCS = (LPC/PC)* 25$$

CCS = Computed Weighted Cost Score (points) for proposer being evaluated
LPC = Lowest Proposal Weighted Cost of all proposers
PC = Individual Proposal Weighted Cost

- b. The assignment of the 25 points based on the above formula will be calculated by the issuing program (in this case, the STD/HIV Program of the Office of Public Health).
- c. Cost proposals will be evaluated based on Unit Costs, with, a weight or multiplier assigned as shown in the table below. Each unit cost will be multiplied by its allocated weight and

those weighted results will be added together to form the basis for comparison between proposals.

BUNDLED SERVICES
Year (x)

Service Category	Unit of Service Description	Unit Cost Proposal 1	Weight/multiplier	Multiplier/weighted results * Proposal 1
Non-Medical Case Management	1 15-minute social work face to face*	\$ xx.xx	0.12	\$ XX.XX
	1 15-minute other staff face to face*	\$ xx.xx	0.12	\$ XX.XX
	* non-intake			
	1 social work other encounter**	\$ xx.xx	0.12	\$ XX.XX
	1 other staff, other encounter**	\$ xx.xx	0.12	\$ XX.XX
	** telephone contact with client, or on client's behalf			
Medical Transportation	1 one-way trip	\$ xx.xx	0.07	\$ XX.XX
	1 transportation dollar issued ***	\$ xx.xx	0.06	\$ XX.XX
	(***Note: This unit cost shall not exceed \$1.10 per unit)			
Health Education/Risk Reduction	1 15-minute unit of individual education	\$ xx.xx	0.07	\$ XX.XX
	1 hour for each adult client attending group education	\$ xx.xx	0.07	\$ XX.XX
Outreach Services	1 15-minute unit of outreach effort to PLWH	\$ xx.xx	0.06	\$ XX.XX
Referral for Health Care/Support Services	1 referral	\$ xx.xx	0.07	\$ XX.XX
HOPWA	1 HOPWA Tenant Based Rental Assistance dollar*****	\$ xx.xx	0.12	\$ XX.XX
	(*****Note: This unit cost shall not exceed \$1.07 per unit)			
TOTAL PROPOSED WEIGHTED UNIT COST			1.00	\$ XX.XX*

* This total weighted cost at the bottom will be used to compare all cost proposals for Bundled Services.

Note: The estimated quantities for UDC and units on the pricing sheets are based on historical or estimated usage, and will be used for cost evaluation purposes only. Actual quantities may vary.

4. Hudson/Veteran Small Entrepreneurship Program

- a. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.
- b. **Proposer Status and Reserved Points:**
Reserved points shall be added to the applicable proposers' evaluation score as follows:
- i. Proposer is a certified small entrepreneurship: Full amount of the reserved points
 - ii. Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - The number of certified small entrepreneurship to be utilized
 - The experience and qualifications of the certified small entrepreneurship(s)
 - The anticipated earnings to accrue to the certified small entrepreneurship(s)

5. Evaluation Criteria and Assigned Weights

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following. Proposers receiving a score of zero (0) in any of the evaluation

criteria may not be automatically disqualified from consideration; however, the proposer may be asked to provide additional information to assist in determining the degree to which the qualifications match the needs outlined in this Request for Proposals.

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	20
Corporate Experience and Responsibility	20
Qualification of Personnel	20
Cost	25
Veteran and Hudson Initiatives	10
Total	100

B. On Site Presentation/Demonstration

Not required for this RFP.

C. Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Department, which will determine the proposal most advantageous to the Department, taking into consideration cost and the other evaluation factors set forth in the RFP.

D. Administrative and Mandatory Screening

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

E. Clarification of Proposals

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a proposer’s proposal.

F. Announcement of Award

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.
2. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.
3. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44:1 et seq.*), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the State Chief Procurement Officer within **14 calendar days** after the award has been announced.
5. The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

G. 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 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 BAFO will not obligate the state to a commitment to enter into a contract.

VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH 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 LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH 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 LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. 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***.

B. Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract.

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

C. Fund Use

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.

VII. CONTRACTUAL INFORMATION

A. Contract

The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Personnel Assignments

The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

2. Force Majeure

The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

3. Order of Precedence

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to the provisions of the contract and its attachments and exhibits (excluding this RFP, its attachments, amendments, and addenda, and the Contractor's proposal); second priority to the provisions of this RFP (including its attachments, amendments, and addenda); and third priority to the provisions of the Contractor's proposal.

4. Entire Agreement

This contract, together with the RFP and its amendments and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

5. Board Resolution/Signature Authority

The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

6. Warranty to Comply with State and Federal Regulations

The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

7. Warranty of Removal of Conflict of Interest

The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. Corporation Requirements

If the contractor is a corporation, the following requirements must be met prior to execution of the contract:

- a. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana- the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The contractor must provide written assurance to the Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

9. Contract Controversies

Any claim or controversy arising out of the contract shall be resolved in accordance with the provisions of La.R.S. 39:1672.2-1672.4.

10. Right To Audit

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

11. Contract Modification

No amendment or variation 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 the contract is binding on any of the parties.

12. 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.

13. Applicable Law

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

B. Mutual Obligations and Responsibilities

The state requires that the mutual obligations and responsibilities of LDH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

C. Retainage

The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

D. Indemnification and Limitation of Liability

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
2. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:
 - i) Authorized User's unauthorized modification or alteration of a Product, Material or Service;
 - ii) Authorized User's use of the Product in combination with other products not furnished by Contractor;
 - iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.
5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or

consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

E. Termination

1. Termination For Cause

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

2. Termination For Convenience

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

3. Termination For Non-Appropriation Of Funds

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

F. Independent Assurances

Not Applicable

Attachments:

- I. Veteran and Hudson Initiatives
- II. Certification Statement
- III. LDH Standard Contract Form (CF-1)
- IV. HIPAA Business Associate Addendum
- V. Cost Template (Bundled Services)
- VI. Cost Template: Bundled Service Unit Cost Worksheet
- VII. Regional Map
- VIII. Ryan White Part B and HOPWA Service Definitions

**Veteran-Owned And Service-Connected Small Entrepreneurships
(Veteran Initiatives) And Louisiana Initiative
For Small Entrepreneurships (Hudson Initiative) Programs**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (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/Account/Login>.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors.

Points will be allocated based on the following criteria:

- the number of certified small entrepreneurships to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

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 value of each subcontract.

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.

The statutes (R.S 39:2171 *et seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/legis/law.aspx?d=671504> and the statutes (R.S 39:2001 *et seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/legis/law.aspx?d=96265>.

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 <http://www.doa.louisiana.gov/pages/osp/se/index.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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?guest_user=self_reg

may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.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.

CERTIFICATION STATEMENT

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

OFFICIAL CONTACT: The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least **90** calendar days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **30** calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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>).
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the 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 (7) days of such notification.
- 8.

Authorized Signature:
Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

LDH - CF-1 -
Revised: 2017-10-17

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV:
LDH:
Agency #

AND

FOR

☐ Interagency ☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

RFP NUMBER (if)

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID# or SSN# (11 digits)	State LDR Account #
2) Street Address	6) Parish(es) Served	
City	State	Zip Code
3) Telephone Number	7) License or Certification #	
4) Mailing Address (if different)	8) Contractor Status	
	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No	
	For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No	
City	State	Zip Code
8a) CFDA#(Federal Grant #)		

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

12) Maximum Contract Amount

13) Amounts by Fiscal Year

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE
ONLY UPON APPROVAL OF:

First Name	Last Name
<input type="text"/>	<input type="text"/>
Title	Phone Number
<input type="text"/>	<input type="text"/>

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

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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel

providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.

8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of and services which are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the

parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

17. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur.

Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.
22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **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.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.

31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
34. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

<div></div>		<div>STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH</div>	
<div>SIGNATURE</div> <div></div>	<div>DATE</div> <div></div>	<div>SIGNATURE</div> <div></div>	<div>DATE</div> <div></div>
<div>NAME</div> <div></div>		<div>NAME</div> <div></div>	
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Rev. 06/2016

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment

to the 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. 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 (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
 4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
 5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
 6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
 7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
 8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of 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 contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
 9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
 10. 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 contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
 11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
 12. 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. Contractor shall make its internal practices, books, and records relating to the use and
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disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.

14. 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 contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
 15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
 16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
 17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
-

COST PROPOSALS

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in the disqualification of the proposal.

This form must be completed for EACH Bundled Services Category, for EACH year by Region proposed to determine how the proposer derived the unit cost.

Proposer: _____	Region: _____
Services Category: _____	Year: _____

A. Personnel

Name/ Title	Annual Salary	Effort (%)	Year (%)	Proposed Amount
1.	\$ _____	_____	_____	\$ _____
2.	\$ _____	_____	_____	\$ _____
3.	\$ _____	_____	_____	\$ _____
4.	\$ _____	_____	_____	\$ _____
5.	\$ _____	_____	_____	\$ _____
Total Salary Expenses				\$ _____

B. Fringe Benefits (up to 25% of Salaries)

\$ _____

C. Travel

Intra-Regional Mileage Expenses	\$ _____
Professional Development Expense	\$ _____
Other (Specify)	\$ _____
Total Travel Expenses	\$ _____

D. Equipment

\$ _____

E. Direct Service Allocation (Transportation, TBRA, etc.)

\$ _____

SUB-TOTAL

\$ _____

ADMINISTRATIVE COSTS (no more than 10% OF SUB-TOTAL for Ryan White and 7% for HOPWA. Provide separate justification of the administrative costs shown here.)

\$ _____

TOTAL for the Services Category

\$ _____

Proposers should demonstrate the mathematical calculations that were utilized to determine the proposed unit costs for components of this service category, and how it was derived from the total cost shown above.

Attachment VI

COST TEMPLATE: BUNDLED SERVICE UNIT COST WORKSHEET

Region 3

The main purpose of Attachment VI is to obtain the unit costs for each service category component. The “Total Proposed Cost” column is to be provided only for informational purposes. Proposals are evaluated based on unit costs.

Based on the Total Proposed Cost, by Service Category and by Year, for each Region proposed, the Proposer shall indicate the unit cost for each component of each service category based on historical data provided. The historical data provided **MUST BE UTILIZED** to generate the proposed costs in this attachment, unless it is not available because it is a new service.

PROPOSER:		YEAR:			
Service Category	Unit of Service Description	Estimated Quantity		Unit Cost	Total Cost Proposed
		# of UDC	# of Units		
Non-Medical Case Management					
	1 15-minute social work face to face* encounter	420	9,083		
	1 15-minute other staff face to face* encounter	425	9,000		
	* <i>non-intake</i>				
	1 social work other encounter**	420	13,090		
	1 other staff, other encounter**	425	13,000		
	** <i>telephone contact with client, or on client's behalf</i>				
Health Education/Risk Reduction	1 15 min. individual education				
	1 hour for each adult client attending group education				
Outreach Services	1 hour of outreach effort to PLWH				
Referral for Health Care/Support Services	1 referral				
Medical Transportation	1 one-way trip	181	7,558		
	1 transportation dollar issued ***	181	60,467		
	(***Note: This unit cost shall not exceed \$1.10 per unit)				
HOPWA	1 HOPWA Tenant Based Rental Assistance dollar****	9	24,881		
	(****Note: This unit cost shall not exceed \$1.07 per unit)				
TOTAL PROPOSED COST					

Summary of Bundled Services Proposed Costs: Total Cost Proposed

- A. Ryan White Part B Non-Medical Case Management\$_____
- B. Health Education/Risk Reduction\$_____
- C. Outreach Services\$_____
- D. Referral for Health Care/Supportive Services\$_____
- E. Medical Transportation\$_____

F. HOPWA Tenant-Based Rental assistance (TBRA)

\$_____

TOTAL for All Bundled Services

\$_____
(Year _____)

TOTAL PROPOSER BUDGET FOR THE 3 YEARS

	Bundled services	Total
Year 1		
Year 2		
Year 3		
Total 3-year budget		



Ryan White Part B and HOPWA Service Definitions 2018

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ACRONYM GLOSSARY

- Agency—Organization funded to perform services
- CBO—Community Based Organization
- HHS—The Department of Health and Human Services
- HIP—Health Insurance Program
- HOPWA—Housing Opportunities for People With AIDS
- HUD—The Department of Housing and Urban Development
- LAHAP—Louisiana Health Access Program
- L-DAP—Louisiana Drug Assistance Program
- PLWH—People Living with HIV
- Service Provider or Provider—Individual providing services
- RWHAP—Ryan White HIV/AIDS Program

ELIGIBILITY AND REQUIREMENTS

The following sections apply to all clients and all activities funded by the Louisiana Department of Health STD/HIV program.

GENERAL RYAN WHITE PROGRAM ELIGIBILITY REQUIREMENTS

- A. Client must have a documented HIV infection;
- B. Client must be a Louisiana resident;
- C. Income must not exceed 400% of the federal poverty level guidelines;
- D. Client may not receive Case Management services from more than one Ryan White funded service provider(s).
- E. Client must not be able to access this service from any other payer sources

No eligible person will be refused services. Services will be provided without regard to age, sex, gender, race, color, religion, national origin, sexual orientation, political affiliation or disability.

GENERAL HOPWA ELIGIBILITY REQUIREMENTS

- A. Client must be a Louisiana resident;
- B. Client must be HIV infected;
- C. Client must be screened for other housing assistance programs including Section 8;
- D. Income guidelines shall be in accordance with those established by HUD with client income not exceeding 80% of the HUD established median for the area.

No eligible person will be refused services. Services will be provided without regard to age, sex, gender, race, color, religion, national origin, sexual orientation, political affiliation or disability.

RECERTIFICATION

To maintain eligibility for RWHAP and HOPWA services, clients must be recertified at least every six months. Clients may be recertified by the end of the calendar month in which their recertification is required.

Self-attestation allows flexibility in meeting the needs of clients and in reducing administrative burden on recipients. **Self-attestation may only be used once a year** and can be completed by phone, in person or via email. This process allows for recipients to set recertification schedules, and not require clients to come in separately to recertify.

Required Documentation

	Initial Visit and Yearly Recertification	6 Month Recertification
HIV Status	LAHAP Proof of Positivity Form, Letter from MD, Medical Records, CERV from New Orleans EMA *Documentation is not required after intake	No documentation necessary
Income	Pay Stubs, Disability Determination Letter, W4, benefit award letter, Certification of No Income/Cash Only Income, CERV from New Orleans EMA	Self-attestation of no change, Self-attestation of change with documentation, full documentation

Residency	Louisiana Driver's License, utility bill, voter registration, Social Security Statement, CERV from New Orleans EMA	Self-attestation of no change, Self-attestation of change with documentation, full documentation
Insurance Status	Medicaid card, Medicaid denial letter, private insurance card, private insurance termination notice, Medicare card, LAHAP application or approval, CERV from New Orleans EMA	Self-attestation of no change, Self-attestation of change with documentation, full documentation

RYAN WHITE SERVICE CATEGORIES:

- Medical Case Management, including Treatment Adherence Services
- Non-Medical Case Management Services
- Mental Health Services
- Oral Health Care
- Child Care Services
- Emergency Financial Assistance Services
- Food Bank or Food Voucher Services
- Health Education & Risk Reduction Services (HERR)
- Housing Services
- Medical Transportation
- Psychosocial Support Services
- Referral for Health Care and Support Services
- Respite Care Services
- Substance Use Outpatient Care
- Other Professional Services
- Outreach Services

HOPWA SERVICE CATEGORIES:

- Resource Identification (RI)
- Short-Term Rent, Mortgage, and Utility Assistance (STRMU)
- Tenant-Based Rental Assistance (TBRA)
- Permanent Housing Placement (PHP)

RYAN WHITE REQUIREMENTS TO PARTICIPATE

All services funded by the Ryan White Part B Program must meet the requirements to participate outlined below.

- A. Services must be available to the entire Louisiana Department of Health region either by a sole provider, a sole provider with subcontractors or by multiple providers.
 - B. Provider must demonstrate adequate linkages with HIV and non-HIV service and community based organizations to allow for referrals to be made as needed.
 - C. Services shall be provided to all eligible clients in accordance with their needs.
-

- D. For all activities and services using Ryan White Part B funds agencies must maintain digital or physical individual files, which document:
- Proof of residency
 - Proof of income
 - Proof of diagnosis
 - Client demographics
 - Services provided
 - Referrals made
 - Other agencies/services accessed
 - Copies of assessments completed
 - Plan of care
- E. The service provider agency shall conform to the reporting requirements of the annual Ryan White Services Report (RSR) as well as STD/HIV Program reporting requirements by implementation and use of the Ryan White CAREWare database, with timely submission of electronic data and invoices on a monthly basis.

HOPWA REQUIREMENTS TO PARTICIPATE

All services funded by the HOPWA Program must meet the requirements to participate outlined below.

- A. Services must be available to the entire Louisiana Department of Health region either through multiple providers or a single provider.
- B. Provider(s) must demonstrate adequate linkages with HIV and non-HIV services organizations and community-based organizations.
- C. Rent and utility payments are to be made on behalf of a client and not directly to the client. In no instance are checks to be given to the client for delivery of payment. Checks written from providers may not have wording that might inadvertently disclose a client's status.
- D. Payments on behalf of clients will be paid individually and not en masse (i.e., payments for each utility payment must be paid with a separate check for each client).
- E. Agency must maintain individual client files, which document the following information as required by HOPWA regulations:
- Documentation of need for HOPWA assistance;
 - Proof of HIV status;
 - Proof of residency;
 - Proof of income;
 - A current lease agreement;
 - Proof of application to other housing assistance programs including Section 8;
 - Signed disclosure form on the hard-wired or battery operated smoke detector warning statement;
 - Signed disclosure form on lead-based paint and lead-based paint hazards;
 - Copy of invoices (and check) for which payment is made;
 - Documentation of other forms of assistance that are provided by the agency; and
 - Housing Care Plan that pertains to developing/procuring long-term housing.
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- F. Provider must work with clients to develop a housing plan that addresses the clients' housing needs, and that demonstrates a plan for the procurement of long-term housing.
- G. The service provider agency shall conform to the reporting requirements of the HOPWA Annual Progress Report as well as STD/HIV Program reporting requirements by implementation and use of the Ryan White CAREWare database, with timely submission of electronic data and invoices on a monthly basis.
- H. Agencies must have policies in place to address the following issues
 - Program Eligibility
 - Tenant Selection/Occupancy Standards
 - Client Participation Agreement
 - Program/House Rules
 - Housing Search Process
 - Move In Procedures
 - Emergency Procedures
 - Termination of Assistance and Eviction
 - Surviving Family Members
 - Grievance Procedures
 - Shared Housing
 - Referral and Wait List Management
- I. Provider must demonstrate that the services are in accordance with HUD's goals of:
 - Increasing the availability of decent, safe, and affordable housing for low-income people living with HIV/AIDS.
 - Creating and supporting affordable housing units for PLWH by matching HOPWA funds with other resources through community planning for comprehensive housing strategies
 - Creating partnerships and innovative strategies among state and local governments and community-based non-profit organizations to identify and serve the housing and supportive service needs of PLWH.
- J. Provider shall demonstrate compliance with the HUD code of federal regulations 24 Part 574: Housing Opportunities for Persons with AIDS (HOPWA) (April 1, 2000).

RYAN WHITE SERVICES

MEDICAL CASE MANAGEMENT AND TREATMENT ADHERENCE SERVICES

I. **Definition of Service**

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).

Key activities include:

- Initial assessment of service needs;
- Development of a comprehensive, individualized service plan;
- Coordination of services required to implement the plan and client monitoring to assess the efficacy of the plan
- Re-evaluation every 6 months and adaptation of the plan as necessary over the life of the client. May include client-specific advocacy and/or review of utilization of services.

Medical Case Management also includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV treatments.

II. Services Provided

Medical Case Management services have as their objective improving health care outcomes. Priority populations include but are not limited to individuals who are newly diagnosed, homeless, pregnant, have a mental health diagnosis, have a history of substance use, are out of care, have a language or cultural barrier, or have the absence of speech, sight, hearing or mobility.

Essential functions include:

- A. Intake into care;
- B. On-going assessment of client needs;
- C. On-going service planning;
- D. Provision of treatment adherence counseling;
- E. Coordination of and referral to primary care;
- F. Coordination of and referral to other medical and support services;
- G. Coordination with Ryan White Non-Medical Case Management
- H. Monitoring and follow-up; and
- I. Discharge/Transition planning.

III. Additional Client Eligibility Requirements

- None

IV. Units of Service

- 1 intake = 1 unit
- 1 referral = 1 unit
- 1 assessment / re-assessment event = 1 unit
- 1 15 min. face to face encounter with registered nurse or LPN = 1 unit (*non – intake*)
- 1 15 min. registered nurse or LPN other encounter = 1 unit (*telephone contact with client, or on client's behalf*)
- 1 15-minute unit of face to face treatment adherence information; inclusive of side effects and drug interaction = 1 unit

V. Requirements to Participate

- A. Medical Case Management must meet the Ryan White Requirements to Participate as outlined in this document.
 - B. Medical Case Management must be colocated with an existing medical facility or have an agreement in place with a medical facility that allows staff to access client level medical information.
 - C. Medical Case Management shall be provided to all eligible clients with a demonstrated need for services.
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- D. Agencies must be able to bill Louisiana Medicaid or commercial insurance for Medical Case Management Services provided to eligible clients.
- E. Medical Case Managers must be medical professionals who have access to client level medical information and the skills to understand the implications of that data. Medical Case Managers must be a Registered Nurse, or a Licensed Practical Nurse licensed to practice in the State of Louisiana.
- F. It is recommended that caseloads not exceed thirty (30) medically case managed clients per full-time medical case manager.

NON-MEDICAL CASE MANAGEMENT

I. **Definition of Service**

Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, the state AIDS Drug Assistance Program (ADAP), Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans.

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems

The Non-Medical Case Management Services objective is to provide guidance and assistance in improving access to needed services.

Non-Medical Case Management does not involve coordination and follow-up of medical treatments, as Medical Case Management does.

II. **Services Provided**

Non-Medical Case Management services are home and community-based. Case Managers will encounter clients in their environment, which may include a residence, a public facility, in the streets, or in the facilities of the Case Management service provider agency.

Services will target individual clients who have difficulty functioning well in the community due to barriers which include, but are not limited to: lack of knowledge regarding available services, inability to maintain financial independence, homelessness, deteriorating medical condition, psychiatric illness, substance abuse, illiteracy, inability to complete necessary forms, inability to arrange and complete entitlement and medical appointments, language/cultural barriers, and/or the absence of speech, sight, hearing, or mobility

Essential functions include:

- Continuation in care;
- Periodic assessment of client needs;
- Limited service planning;
- Limited monitoring and follow up
- Discharge and Transition planning into self-management

III. **Additional Client Eligibility Requirements**

- None

IV. **Units of Service**

- 1 assessment / re-assessment event = 1 unit
- 1 intake = 1 unit
- 1 15 min. social work face to face encounter = 1 unit (*non - intake*)
- 1 15 min. other staff face to face encounter = 1 unit (*non - intake*)
- 1 15 min. social work other encounter = 1 unit (*telephone contact with client, or on client's behalf*)
- 1 15 min. other staff, other encounter = 1 unit (*telephone contact with client, or on client's behalf*)

V. **Requirements to Participate**

- Non-Medical Case Management must meet the Ryan White Requirements to Participate as outlined in this document.
- It is recommended that caseloads not exceed forty (40) non-medical case managed clients per full-time case manager.
- Non-Medical Case Managers must have achieved a Bachelor's degree in a human services related field with at least one year of case management experience.

MENTAL HEALTH SERVICES

I. **Definition of Service**

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.

II. **Services Provided**

Mental health counseling services including intensive mental health therapy and counseling in individual, family or group settings. Mental health services can also include consultation or treatment with a psychiatrist. Counseling services may include general mental health therapy, counseling, education and bereavement support for clients.

III. **Additional Client Eligibility Requirements**

- Client **may** be referred by an approved, case manager or other approved personnel, including a physician

IV. **Units of Service**

1 hour = 50 min of client time, 10 min of case charting.

- 1 hour adult individual—psychological = 1 unit
- 1 15 min. adult individual—psychiatric = 1 unit

- 1 hour for each adult client attending group = 1 unit
- 1 hour adult individual—mental health professional = 1 unit
- 1 hour adult group—mental health professions = 1 unit
- 1 hour for each adult client attending group—mental health professional = 1 unit

- 1 hour child individual—psychological = 1 unit
- 1 15 min. child individual—psychiatric = 1 unit
- 1 hour for each child client attending group = 1 unit
- 1 hour child individual—mental health professional = 1 unit
- 1 hour for each child client attending group—mental health professional = 1 unit

- 1 hour individual family / significant other counseling = 1 unit
- 1 hour for each family/ significant other attending group counseling = 1 unit

V. Requirements to Participate

- A. Mental Health Services must meet the Ryan White Part B Requirements to Participate outline in this document.
- B. Eligible clients receiving substance abuse treatment must be linked to a primary medical care provider by the organization.
- C. Provider(s) must be state-licensed mental health professionals. In the absence of such license, direct service provider(s) must possess a graduate degree and be under the supervision of a professional licensed by the State of Louisiana. Counselors and social workers in the process of seeking licensure must be supervised by a licensed therapist qualified by the State of Louisiana to provide clinical supervision.
- D. Provider(s) must demonstrate that they will adhere to applicable Professional Standards of Practice and Code of Ethics of their licensure.
- E. Providers shall be in good standing with their licensure boards and not be under investigation for ethical or other violations.
- F. Individual/family client case records shall include documentation of eligibility, assessment, treatment plans, progress notes and discharge summary.
- G. Attendance records shall be kept for group sessions.
- H. Provider(s) must arrange for twenty-four (24) hour crisis response by a licensed professional for active clients who may experience emotional emergencies. This may be arranged by a contract or MOU with a local mental health hotline.
- I. Appropriately licensed case managers may provide mental health services to their clients.

ORAL HEALTH CARE SERVICES

I. Definition of Service

Diagnostic, preventive, and therapeutic outpatient services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries.

II. Services Provided

Routine dental care examinations, prophylaxis, x-rays, fillings, replacements, treatment of gum disease and oral surgery.

Services do not include cosmetic dental care and non-medically required dental care. Services covered by an individual's existing plan are not considered eligible for Ryan White services.

III. Additional Client Eligibility Requirements

- None.

IV. Units of Service

- 1 dental care dollar = 1 unit

V. Requirements to Participate

- A. Oral Health Services must meet the Ryan White Requirements to Participate as outlined in this document.
 - B. Referrals shall be made only to provider(s) who can demonstrate that they will adhere to clinical standards of care accepted for the dental treatment of HIV-infected individuals and perform oral health care techniques approved by the American Dental Association.
 - C. Referrals shall be made only to persons who are licensed by the State of Louisiana, including but not limited to:
 - Dentist
 - Dental Hygienist or
 - Dental Assistant with state radiology certification
-

CHILD CARE SERVICES

I. **Definition of Service**

Intermittent child care services for the children living in the household of HIV-infected clients for the purpose of enabling clients to attend medical visits, related appointments, and/or RWHAP-related meetings, groups, or training sessions.

This does not include daycare while the client is at work.

II. **Services Provided**

Reimbursement for informal child care provided by a neighbor, family member, or other person (with the understanding that existing federal restrictions prohibit giving cash to clients or primary caregivers to pay for these services). Check for child care services should be mailed from the agency to individual providing childcare services. Agency should include a care log, and self-addressed stamped envelope so that caregiver may send care log back upon completion.

III. **Additional Client Eligibility Requirements**

- None

IV. **Units of Service**

- 1 hour of child day care delivered = 1 unit
- 1 child day care dollar issued = 1 unit

V. **Requirements to Participate**

- A. Child Care Services must meet the Ryan White Requirements to Participate as outlined in this document.
- B. Agencies must establish and provide each client with a copy of reimbursement policies related to Child Care services.
- C. Any staff or volunteers identified by agency providing child care must be thoroughly screened including reference checks, background checks, & fingerprinting prior to beginning work and should be maintained in the client file.

EMERGENCY FINANCIAL ASSISTANCE SERVICE

I. **Definition of Service**

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for

essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program. Payments should be limited in time and amount be used for continuous provision of an allowable service to a client.

Direct cash payments to clients are not permitted.

II. Services Provided

Payments made on behalf of eligible clients who are unable to access assistance from other resources or other Ryan White categories or while awaiting intake to medical care, confirmation of HIV status, or while awaiting intake or results from applications to Medicaid or other social services, or who have a case manager documented emergency not covered by another service category. Services available through this category may include but are not limited to:

- Essential Utilities (water, gas, electricity, phone)
- Housing expenses (mortgage, or rent)
- Transportation
- Medications

III. Additional Client Eligibility Requirements

- A. Client may be referred for services by an approved case manager, direct assistance coordinator, or other approved personnel.
- B. Client must not be able to access this service from any other payer sources including other Ryan White programs.

IV. Units of Services

Expenditures must be reported under the relevant sub-service category.

- 1 EFA essential utility dollar issued = 1 unit
- 1 EFA transportation dollar issued = 1 unit
- 1 EFA food dollar issued = 1 unit
- 1 EFA medication copay dollar issued = 1 unit

V. Requirements to Participate

- A. EFA must meet the Ryan White Requirements to Participate as outlined in this document.
 - B. Clients receiving Emergency Financial Assistance services must be documented as awaiting intake or reengagement into medical care or awaiting intake or results from applications to Medicaid or other
-

social services, or have an emergency documented by a case manager not covered by another service category.

- C. One payment in each sub-category of this definition may be made on behalf of self-declared HIV-infected individuals. Agency must obtain all necessary documentation regarding HIV status within thirty (30) days of the first payment made on behalf of the individual. One payment may be made for a self-declaration of an emergency with the approval of Case Management Supervisor, or agency CEO.
- D. Cash payments to clients are prohibited.
- E. Payments on behalf of clients will be made individually and not en masse (i.e., payments for each utility payment must be paid with separate checks for each client). This payment policy does not apply to medications that are purchased through a charge system.

FOOD BANK OR FOOD VOUCHER SERVICES

I. **Definition of Service**

Food Bank refers to the provision of actual food items, or a voucher program to purchase food.

This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Unallowable costs include household appliances, pet foods, and other non-essential products.

II. **Services Provided**

The establishment of a central distribution center (food bank) that provides a variety of food, hygiene items and household cleaning supplies.

Food vouchers may also be used to allow client's to purchase food and other approved items.

Vouchers may be utilized to supplement an existing food bank, or as a standalone program, and may not exceed \$25.00 each in value.

III. Additional Client Eligibility Requirements

- A. Client should be referred for services by an approved case manager, direct assistance coordinator
- B. Client must be properly screened for other available food assistance programs, such as Louisiana Supplemental Nutrition Assistance Program (SNAP) and WIC. New applications should be submitted annually. Participation in another food assistance program does not preclude a client from receiving food bank services.

IV. Units of Service

- 1 food voucher dollar = 1 unit
- 1 food bag = 1 unit

V. Requirements to Participate

- A. Food Bank Services must meet the Ryan White Requirements to Participate as outlined in this document.
- B. Provider(s) must demonstrate the capacity to secure food donations for the food pantry.
- C. Provider(s) must maintain appropriate permits, which may include Food Dealer's Permit, Occupancy Permit and Fire Marshall's Permit. Copies of all permits must be posted on food bank premises.
- D. Food vouchers may not be used to purchase any item not explicitly described above, such as alcohol, tobacco, or pet supplies. Provider(s) must develop a mechanism to ensure that vouchers are not utilized to purchase these items.

HEATH EDUCATION & RISK REDUCTION

I. Definition of Service

Health Education and Risk Reduction includes sharing information about medical and psychosocial support services and counseling with clients to improve their health status. Health Education/Risk Reduction is the provision of education to clients living with HIV about HIV transmission and how to reduce the risk of HIV transmission.

Topics covered may include but are not limited to:

- Education on health care coverage options (e.g. qualified health plans through the Marketplace, Medicaid coverage, Medicare coverage)
 - Health literacy
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- Treatment adherence education
- Education on risk reduction strategies to reduce transmission such as pre-exposure prophylaxis (PrEP) for clients' partners and treatment as prevention (TasP)

Health Education/Risk Reduction services cannot be delivered anonymously.

These services must be offered as an adjunct to Case Management and should demonstrate a specific program above and beyond the referrals and linkages to primary medical care and psychosocial support services that are routinely a component of Case Management. This service category may be used to support the salary of a health insurance advocate, or benefits coordinator.

II. Services Provided

Provision of educational curricula and programming designed to improve health status of individuals living with HIV. These services can be delivered individually or in a group setting.

III. Additional Client Eligibility Requirements

- None.

IV. Units of Service

- 1 hr education intake counseling = 1 unit
- 1 15 min. individual education = 1 unit
- 1 hr benefit counseling = 1 unit
- 1 hour for each adult client attending group education = 1 unit

V. Requirements to Participate

- A. Health Education/Risk Reduction must meet the Ryan White Requirements to Participate as outlined in this document.
- B. Provider(s) must demonstrate topic-specific knowledge which will be used to provide these services.
- C. Attendance records must be kept for group sessions.

HOUSING SERVICES

I. Definition of Service

Housing services provide transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain

outpatient/ambulatory health services and treatment. The State of Louisiana defines transitional housing as up to 24 months.

If housing services include other service categories (e.g. meals, case management, etc.) these services should also be reported in the appropriate service categories.

Housing services cannot be in the form of direct cash payments to clients and cannot be used for mortgage payments.

Eligible housing can include either housing that:

- Provides some type of core medical services (such as residential substance use disorder services or mental health services, residential foster care, or assisted living residential services); or
- Does not provide core medical or support services, but is essential for a client or family to gain or maintain access to and compliance with HIV-related outpatient/ambulatory health services and treatment. The necessity of housing services for the purposes of medical care must be documented.

II. Services Provided

Assistance includes negotiating housing payments, as well as providing financial assistance to maintain or obtain housing, which supports the client's ability to gain or maintain access to medical care.

All clients under RWHAP must be assessed for housing needs during their initial intake session. Providers must also include the development of an individualized housing plan, updated annually, to guide the client's linkage to permanent housing. Housing services also can include housing referral services: assessment, search, placement, and advocacy services; as well as fees associated with these services

Face to face and other encounters with or on behalf of the client as related to locating affordable housing or group housing (case management), accompanying the client to housing-related appointments, and resource development are not eligible in this category. This service category does not include travel, the actual provision of transportation, or clerical support. Time may not be counted more than once.

III. Additional Client Eligibility Required

- A. Client must be adequately screened for & apply to housing assistance programs, including Section 8 and Housing Opportunity for People With AIDS (HOPWA)
-

- B. Client must gain or be maintained in medical care as a result of the provision of this service

IV. Units of Service

- 1 housing dollar issued = 1 unit
- 1 short term emergency housing dollar issued = 1 unit
- 1 housing placement, assessment or advocacy = 1 unit
- 1 15 minute placement, assessment or advocacy activity = 1 unit

V. Requirements to Participate

- A. Housing Services must meet the Ryan White Requirements to Participate as outlined in this document.
- B. Provider(s) must demonstrate that employees authorized to provide Housing Assistance have extensive knowledge of local, State and Federal housing resources and know how clients can access these services.
- C. Provider(s) must demonstrate that these short-term emergency housing dollars are linked to medical services or are certified as essential to a client's ability to gain or maintain access to HIV-related medical care or treatment.
- D. If necessary, one payment may be made on behalf of self-declared HIV-infected individuals before documentation of status is obtained. Agency must obtain all necessary documentation regarding HIV status within thirty (30) days of the first payment made on behalf of the individual.
- E. Cash payments to clients are prohibited.

MEDICAL TRANSPORTATION

I. Definition of Service

Medical Transportation is the provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services.

II. Services Provided

Transportation services for HIV infected individuals and accompanying non-infected significant others to access medical and/or support services. Transportation can include, but not be limited to, scheduled and

unscheduled routes and destinations as supported by documented client need. This service does not include emergency transportation services.

Services may include distribution of bus tokens, bus tickets, bus passes, gasoline vouchers, the subcontract of a van service, and taxi services.

III. Client Eligibility

- A. Client must be ineligible for Medicaid transportation or other transportation services;
- B. Client should be referred for services by an approved case manager, direct assistance coordinator, or other approved personnel.

IV. Units of Service

- o 1 one-way trip = 1 unit
- o 1 transportation dollar issued = 1 unit

V. Requirements to Participate

- A. Transportation Services must meet the Ryan White Requirements to Participate as outlined in this document.
 - B. All service provider drivers must hold, and maintain as current, all appropriate licensing for operating the service provider's vehicle/fleet of vehicles in the State of Louisiana.
 - C. Service provider must maintain detailed records in legible form of mileage driven, name of individuals provided with transportation, origin, destination, and purpose for all trips provided.
 - D. Provider's operation hours must accommodate transportation need TO and FROM all appointments scheduled at primary medical and social service facilities within the region.
 - E. Non-HIV infected family members and significant others will be allowed to accompany HIV infected persons according to HRSA guidelines and policy.
 - F. All drivers (volunteer or staff) who are transporting clients must possess a valid and appropriate driver's license, & proof of liability insurance. A copy of the current license & current insurance card must be included in the personnel record of the employee or volunteer providing this service.
 - G. Agency procedures shall include use of seatbelts/restraint systems as required by law, including use of child safety seats as applicable.
-

- H. Reimbursement for mileage shall not exceed the State reimbursement rate.
- I. Transportation services shall be provided in the most efficient and cost effective method possible.
- J. Cash payments to clients are prohibited.

OTHER PROFESSIONAL SERVICES—INCOME TAX PREPARATION

I. Definition of Services

Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. These services include income tax preparation.

II. Services Provided

Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits. Agencies are expected to contract with a CPA or other tax professional to provide services.

III. Additional Client Eligibility Requirements

- o None.

IV. Units of Service

- o 1 15 min. activity on behalf of a client = 1 unit

V. Requirements

- A. Other Professional Services must meet the Ryan White Service Categories: as outlined in this document.
 - B. Contractor must be available to provide services to eligible clients through telephone contact, personal visits with the client in the appropriate setting, or in the offices of the agency or contractor.
 - C. Contractors should keep a log of all activities on behalf of Ryan White Part B clients and submit it to the Agency monthly.
 - D. Individuals providing services must be appropriately licensed Enrolled Agents, Certified Public Accountants, or appropriately Supervised Preparers, and/or Non-1040 Preparers. For additional information about the licensure of tax preparers see IRS Policy Notice 2011-6.
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OUTREACH SERVICES

I. **Definition of Service**

At this time Ryan White Part B Outreach services should be focused on individuals who have been lost to care, and other reengagement activities. Outreach should be conducted for purposes of educating individuals living with HIV/AIDS about treatment opportunities available within the community, reengaging clients in care, and following-up on a periodic basis to ensure the client is still in medical care or support services.

II. **Services Provided**

Outreach Services include the provision of reengagement of people who know their status into health services.

Funds may not be used to pay for HIV counseling or testing under this service category. Outreach services may not be delivered anonymously.

III. **Additional Client Eligibility Requirements**

None.

IV. **Units of Service**

- o 1 15 min. of outreach = 1 unit

V. **Requirements to Participate**

- A. Outreach Services must meet the Ryan White Requirements to Participate as outlined in this document.
- B. Provider(s) must demonstrate that employees hired to provide Outreach services have adequate knowledge of local primary care sites and agencies that provide supportive services, and are able to appropriately assist eligible HIV infected individuals in accessing these services.

PSYCHOSOCIAL SUPPORT SERVICES

I. **Definition of Service**

Psychosocial Support Services provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns.

Ryan White-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliations. These funds may not be used for social/recreational activities or to pay for a client's gym membership.

II. Services Provided

These services may include, but are not limited to:

- Bereavement counseling
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietician
- Pastoral care/counseling services

III. Additional Client Eligibility Requirements

None.

IV. Units of Service

1 hour = 50 min of client time, 10 min of case charting

- 1 hour for each client attending group = 1 unit
- 1 hour individual—mental health professional = 1 unit
- 1 hour individual—other staff = 1 unit

V. Requirements to Participate

- A. Psychosocial Support Services must meet the Ryan White Requirements to Participate as outlined in this document.
 - B. Providers(s) do NOT have to be mental health professionals to provide Psychosocial Support Services. If provider(s) are mental health professionals (including but not limited to social workers, counselors, psychiatrists, and psychologists) the provider(s) are required to be appropriately licensed or under the supervision of a licensed provider.
 - C. Provider(s) must demonstrate topic-specific knowledge prior to providing any of the eligible services funded under this category.
 - D. Proof of appropriate knowledge (i.e., resumes, curriculum vitae) of provider(s) must be maintained by service provider agency.
 - E. Services may be provided on a paid or volunteer basis.
-

REFERRAL FOR HEALTH CARE AND SUPPORT SERVICES

I. **Definition of Service**

Referral for Health Care and Support Services directs a client to needed core medical or support services in person or through telephone, written, or other type of communication.

Referrals for health care and support services provided by case managers (medical and non-medical) should be reported in the appropriate case management category (i.e., Medical or Non-Medical Case Management). This category is to be used for individuals who do not qualify for case management, do not want or need case management.

II. **Services Provided**

Referral and direction of clients to medical, psychosocial and educational resources as deemed necessary.

This service may include referrals to assist eligible clients to obtain access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, and other state or local health care and supportive services, or health insurance Marketplace plans).

III. **Additional Client Eligibility Requirements**

- No eligibility requirements are attached to this service.

IV. **Units of Service**

- 1 completed referral = 1 unit
- 1 appointment from referral = 1 unit

V. **Requirements to Participate**

- A. Referral Services must meet the Ryan White Requirements to Participate as outlined in this document.
 - B. Referrals must be tracked with date of service and date of appointment in the Referral tab in CAREWare.
 - C. Service provider must specify employees eligible to provide services through the Referral for Health Care/Supportive Services category.
 - D. Service provider must demonstrate that employees authorized to provide Referrals have topic-specific knowledge regarding referral categories. May be provided routinely or on an emergency basis.
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RESPITE CARE SERVICES

I. Definition of Service

Periodic home or community-based non-medical assistance designed to relieve the primary caregiver responsible for the day-to-day care of an adult or minor living with HIV.

II. Services Provided

Respite care services may be provided in the home or in a location of the client or care giver's choice (but not within a paid care facility such as a nursing home or hospital).

Funds may be used to support informal, home-based Respite Care, but liability issues should be included in the consideration of this expenditure. Direct cash payments to clients are not permitted.

III. Additional Client Eligibility Requirements

A. Client must be HIV infected with a condition which prohibits independent functioning. Documentation of need may come from a physician, or licensed mental health professional and should be maintained in the client file.

IV. Units of Service

- 1 hour of respite services delivered = 1 unit
- 1 respite services dollar issued = 1 unit

V. Requirements to Participate

A. Respite Care Services must meet the Ryan White Requirements to Participate as outlined in this document.

SUBSTANCE USE OUTPATIENT CARE

I. Definition of Service

Provision of medical treatment and/or counseling to address substance abuse problems (including alcohol and/or legal and illegal drugs) provided in an outpatient setting rendered by a physician or under the supervision of a physician or by other qualified personnel. Other qualified personnel may include nurses, mental health professionals, psychiatrists or psychologists.

II. Services Provided

Services include regular, ongoing substance abuse treatment and counseling on an individual and group basis by a state-licensed provider. Services may also include screening, assessment and diagnosis of drug or alcohol use disorders.

Services may include:

- A. Pretreatment/recovery readiness programs
- B. Harm reduction
- C. Behavioral health counseling associated with substance use disorder
- D. Outpatient drug-free treatment and counseling
- E. Medication assisted therapy
- F. Neuro-psychiatric pharmaceuticals
- G. Relapse prevention
- H. Acupuncture*

*Acupuncture therapy may be allowable under this service category only when, as part of a substance use disorder treatment program funded under the RWHAP, it is included in a documented plan.

III. Additional Client Eligibility Requirements

None.

IV. Units of Service

1 hour = 50 min of client time, 10 min of case charting

- 1 addiction assessment = 1 unit
- 1 physical assessment = 1 unit
- 1 hour outpatient counseling = 1 unit
- 1 hour for each client attending group counseling = 1 unit
- 1 hour individual family/ significant other counseling = 1 unit
- 1 hour for each family/ significant other attending group counseling = 1 unit
- 1 licensed professional other encounter = 1 unit *(telephone contact with client, or on client's behalf)*

V. Requirements to Participate

- A. Substance Use Services must meet the Ryan White Requirements to Participate as outlined in this document.
- B. Eligible clients receiving substance abuse treatment should be referred to a primary medical care provider by the agency within one week of the first contact.
- C. Provider(s) must be licensed substance abuse counselors. In the absence of such license, direct service Provider(s) must possess a graduate degree and be under the supervision of a professional licensed by the State of Louisiana. Counselors in the process of seeking licensure must be supervised by a licensed therapist qualified by the State of Louisiana to provide clinical supervision. Qualified personnel also include rehabilitation counselors, substance use counselors, and peer navigators.
- D. Provider(s) must demonstrate that they will adhere to applicable Professional Standards of Practice and Code of Ethics.
- E. Service provider agencies shall maintain linkages with one or more inpatient facilities and be able to refer a client to an inpatient treatment program or emergency department, in collaboration with the client, case manager and primary care physician as appropriate.

HOPWA SERVICES

PERMANENT HOUSING PLACEMENT (PHP)

I. Definition of Service

PHP is intended to assist program participants to secure and move into permanent housing. PHP is used to place individuals into housing, and not assist individuals already in housing. PHP can be used in conjunction with Tenant Based Rental Assistance.

II. Services Provided

- A. Application fees and credit check expenses
- B. One time utility connection fees and deposits
- C. Rental Security Deposits or First/Last Month's Rent

The total of any payments associated with the rental security deposit or first/last month's rent cannot exceed the value of 2 months' rent.

PHP funds cannot be used for moving costs, standard furnishings, or housekeeping/household supplies.

III. Additional Client Eligibility Requirements

- None

IV. Units of Service

- 1 HOPWA PHP dollar = 1 unit

Note: the total unit cost cannot exceed \$1.07

V. Requirements to Participate

- A. PHP services must meet HOPWA Requirements to Participate as outlined in this document.
- B. Units paid for through PHP should meet the basic Habitability Standards outlined at 24 CFR 574.310 (b) (2)
- C. Security deposits are program funds that must be returned to the program when the assisted tenant leaves the unit. A good faith effort must be made to recover program funds upon the departure of the beneficiary from the unit. These efforts should be documented in a case note.
- D. HUD requires that organizations track and report costs separately as a HOPWA housing subsidy assistance expenses
- E. Copies of client's bill, and proof of payment must be submitted with invoice to SHP.

RESOURCE IDENTIFICATION

I. Definition of Service

The Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) program provides funding for services to low-income persons living with HIV/AIDS and their families in order to prevent homelessness. Funds in the category of Resource Identification may be utilized to establish, coordinate, and develop housing resources for eligible persons. These activities may include conducting preliminary research and expenditures necessary to determine the feasibility of specific housing related initiatives for the eligible population.

II. Services Provided

Services provided may include outreach and relationship building with landlords, the creation of brochures, and identification and/or development of appropriate local resources on the Internet, and the location and identification of housing resources and/or vacancies.

III. Additional Client Eligibility

None.

IV. Units of Service

- o 1 HOPWA Resource Identification dollar = 1 unit

Note: the total unit cost cannot exceed \$1.07

V. Requirements to Participate

- A. Resource Identification services must meet HOPWA Requirements to Participate as outlined in this document.
- B. Provider shall ensure that activities conducted utilizing resource identification funds will complement activities conducted under the other HOPWA programs including TBRA, STRMU and PHP.
- C. Provider(s) must demonstrate the capacity to expand housing resources in their service area (for all eligible clients living with HIV, not just clients of the service provider).
- D. Providers must develop and maintain a housing resource directory for the benefit of clients, staff, and collaborative agencies.
- E. Staff funded through Resource Identification will be required to submit monthly documentation on their activities. The documentation requirements can be found at [LINK HERE](#).

- E. Provider shall demonstrate compliance with the HUD code of federal regulations 24 Part 574: Housing Opportunities for Persons with AIDS (HOPWA) (April 1, 2000).

SHORT TERM RENT, MORTGAGE, UTILITY SERVICES (STRMU)

I. Definition of Service

The Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) program provides funding for housing and services for low-income persons living with HIV/AIDS and their families in order to prevent homelessness. This includes assistance with emergency short-term rent, mortgage and utility payments.

II. Services Provided

Payments for eligible persons who are in danger of becoming homeless to assist them with remaining in their home. Specifically, short-term rent, mortgage and utility payments may be made on behalf of eligible clients.

III. Additional Client Eligibility Requirements

- A. Clients may receive HOPWA assistance payments for a maximum of 21 weeks within a fifty-two week period. This translates to five (5) payments within the client's year of eligibility.

IV. Units of Service

- o 1 HOPWA STRMU dollar = 1 unit

Note: the total unit cost cannot exceed \$1.07

V. Requirements to Participate

- A. STRMU services must meet HOPWA Requirements to Participate as outlined in this document.
- B. Providers must work with clients to develop a care plan that addresses the clients' housing needs, and that demonstrates a plan for the procurement of long-term housing.
- C. Client eligibility is to be re-certified, at a minimum, on the anniversary of the client's 52 week eligibility period. The minimum time frame for determining client income shall be no more than the previous twelve months, but no less than the previous three months.
- D. Organizations must have in place a policy describing how they intend to calculate the weeks of service within the 52 week eligibility period. Guidance from HUD on how to calculate weeks of service can be found at LAHealthHub.com/Services.
- E. Copies of client's bill, and proof of payment must be submitted with invoice to SHP.

TENANT-BASED RENTAL ASSISTANCE (TBRA)

I. Definition of Service

Tenant-based rental assistance is a rental subsidy used to help participants obtain permanent housing in the private rental housing market that meets housing quality standards and is rent reasonable.

II. Services Provided

Under TBRA, funding is provided to an eligible client and the client selects a housing unit of his or her choice. If the client moves out of the unit, the contract with the owner ends and the client can move with continued assistance to another unit. In other words, TBRA is portable and moves with the client.

Clients may receive ongoing TBRA support for up to 24 months. In the case that a client needs to extend their time with TBRA support, a waiver can be requested by the case manager.

III. Additional Client Eligibility Requirements

None.

IV. Units of Service

- 1 HOPWA TBRA dollar = 1 unit

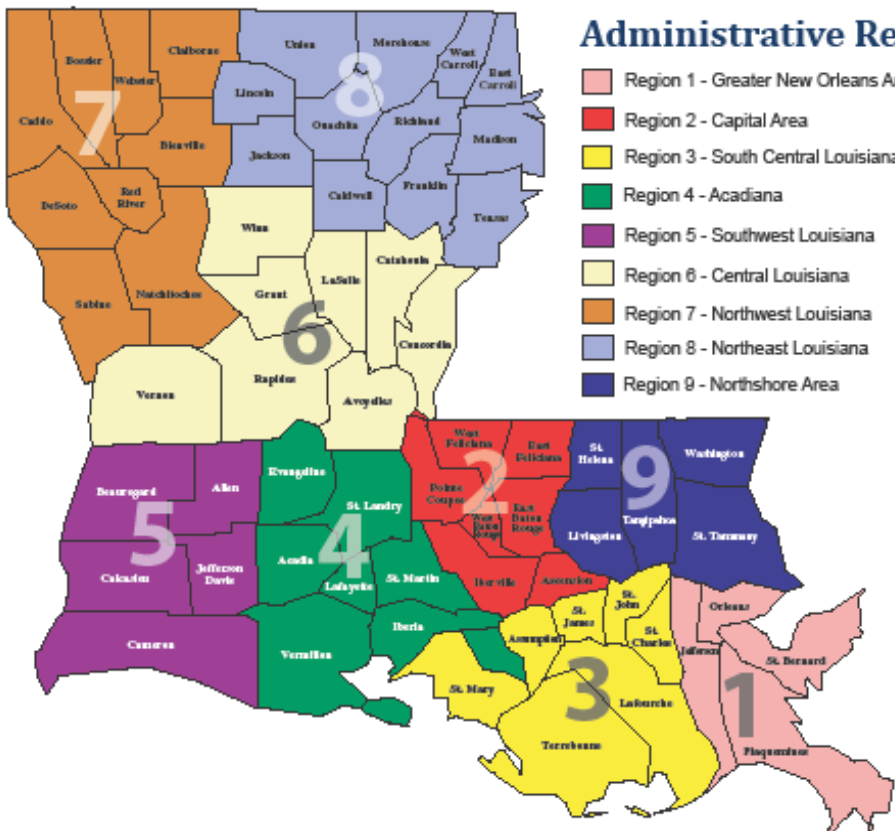
Note: the total unit cost cannot exceed \$1.07

V. Requirements to Participate

- A. TBRA services must meet HOPWA Requirements to Participate as outlined in this document.
- B. Providers must work with clients to develop a care plan that addresses the clients' housing needs, and that demonstrates a plan for the procurement of long-term housing.
- C. Documentation of Rent Payment Calculations must be kept on file.
- D. TBRA funded units must be assessed for their eligibility including:
 - Rent Reasonableness
 - Fair Market Rent
 - Lead Based Paint
 - Habitability Standards
 - Proof of Ownership
 - Proof of smoke detector
- E. Copies of client's lease must be submitted with the first invoice to SHP.
- F. Provider shall demonstrate compliance with the HUD code of federal regulations 24 Part 574: Housing Opportunities for Persons with AIDS (HOPWA) (April 1, 2000).



DEPARTMENT OF HEALTH
AND HOSPITALS



Administrative Regions

- Region 1 - Greater New Orleans Area
- Region 2 - Capital Area
- Region 3 - South Central Louisiana
- Region 4 - Acadiana
- Region 5 - Southwest Louisiana
- Region 6 - Central Louisiana
- Region 7 - Northwest Louisiana
- Region 8 - Northeast Louisiana
- Region 9 - Northshore Area

REGION 1 - Greater New Orleans Area

Benson Tower, 1450 Poydras St.,
10th Floor, New Orleans, LA 70112
Mail to: P.O. Box 1521
New Orleans, LA 70004-1521
PHONE: (504) 599-0808
FAX: 1-866-853-7278

REGION 4 - Acadiana

117 Production Drive
Lafayette, LA 70508
Mail to: P.O. Box 81709
Lafayette, LA 70598-1709
PHONE: (337) 262-1231
FAX: (337) 262-1232

REGION 7 - Northwest Louisiana

3020 Knight St.- Suite 100
Shreveport, LA 71105
PHONE: (318) 862-9875
FAX: (318) 862-9701
TTD: (318) 862-9714 or
1-888-838-2351

REGION 2 - Capital Area

2521 Wooddale Blvd.
Baton Rouge, LA 70805
Mail to: P.O. Box 91248
Baton Rouge, LA 70821-9248
PHONE: (225) 925-8505
FAX: (225) 925-8525

REGION 5 - Southwest Louisiana

One Lakeshore Drive, Suite 700
Lake Charles, LA 70629
Mail to: P.O. Box 3250
Lake Charles, LA 70602-3250
PHONE: (337) 491-2439
FAX: (337) 491-2785

REGION 8 - Northeast Louisiana

122 St. John St.
State Office Building, Room 110
Monroe, LA 71201-7384
PHONE: (318) 362-3066
FAX: (318) 362-3065

REGION 3 - South Central Louisiana

1000-C Plantation Road
Thibodaux, LA 70301
PHONE: (985) 449-5163
FAX: (985) 449-5030

REGION 6 - Central Louisiana

3800 Jackson St., Dunbar Plaza, Suite 113
Alexandria, LA 71303
Mail to: P.O. Box 13318
Alexandria, LA 71315-3318
PHONE: (318) 487-5147
FAX: (318) 484-2410

REGION 9 - Northshore Area

121 Robin Hood Drive
Hammond, LA 70403
PHONE: (985) 543-4216
FAX: (985) 543-4221