

REQUEST FOR PROPOSALS

PERMANENT SUPPORTIVE HOUSING CONSULTING SERVICES

PERMANENT SUPPORTIVE HOUSING PROGRAM
OFFICE OF AGING AND ADULT SERVICES
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-PSH2013-OAAS
Proposal Due Date/Time: January 4, 2013 4:00 P. M. CST

Release Date: November 30, 2012

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Glossary

Best Practice Model: Denotes a model of service delivery that has a growing body of evidence of effectiveness.

CDBG: Denotes Community Development Block Grant funds which are federal funds issued by the Department of Housing and Urban Development.

Contua of Care for the Homeless: Denotes the local coordinating bodies for the homeless assistance programs across the state.

Cross Disability Population: Denotes a program for people with disabilities but is not limited to any particular type of disability.

DCFS: Denotes the Louisiana state Department of Children and Family Services.

DHH: Department of Health and Hospitals

DRU: Denotes Disaster Recovery Unit, a section of the Louisiana Office of Community Development that is responsible for disaster recovery activities.

GO Zone: Denotes the Gulf Opportunity Zone, a designation of the geographic area of the state that was damaged by hurricanes Katrina and Rita and are therefore eligible for federal disaster relief.

HST: Denotes the Housing Support Team, a team of service staff hired to provide supportive services to households participating in the Permanent Supportive Housing Program.

HUD: Denotes the federal Department of Housing and Urban Development

LHC: Denotes the Louisiana Housing Corporation, the newly formed state agency that now encompasses the housing development activities of the Louisiana Housing Finance Agency.

LHFA: Denotes the Louisiana Housing Finance Agency, the state agency that administers the Low Income Housing Tax Credit Program.

LIHTC: Denotes the Low Income Housing Tax Credit program, a program of the Internal Revenue Service that has been created to aid in the development of affordable housing.

LLA: Denotes the Local Lead Agency designated by DHH to provide the local management of the PSH program. The 5 designated LLAs are: South Central Louisiana Human Services Authority, Jefferson Parish Human Services Authority,

Region 5 Office of Behavioral Health, Capital Area Human Services District, and Florida Parishes Human Services District.

LRA: Denotes the Louisiana Recovery Authority

Must: Denotes a mandatory requirement

OBH: Denotes the Office of Behavioral Health

OCD: Denotes the Louisiana State Office of Community Development

Original: Denotes must be signed in ink

PSH: Denotes the Permanent Supportive Housing Program, a program of subsidized rental housing and community based support services for people with disabilities in the GO Zone.

PBV: Denotes a Project Based Voucher, a type of federal rental subsidy that is applied to a rental unit and will remain with the unit even if the tenant moves and a new qualifying tenant moves in.

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

S+C: Denotes Shelter + Care, a special type of rental subsidy that is available only to homeless people with disabilities.

Section 8: A federal program of rental subsidies commonly referred to as "Section 8 vouchers"

Shall: Denotes a mandatory requirement

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

SMO: Denotes the Statewide Management Organization for behavioral health services.

SSI/SSDI: Denotes Supplemental Security Income/Social Security Disability Income

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) 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 Department of Health and Hospitals 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. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, 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 DHH.
3. DHH, 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 Community Development (OCD) is the state agency that manages the Community Development Block Grant (CDBG) funds for the state of Louisiana. OCD is the site of the Disaster Recovery Unit (DRU). The Louisiana Recovery Authority (LRA) is the body that was developed post hurricanes Katrina and Rita to develop a plan for the disaster recovery for the state.
5. The *Louisiana Road Home Plan* was developed for the state of Louisiana through the authority of the Louisiana Recovery Authority, to guide the state's disaster recovery process. The plan commits the state to the development of 3,000 units of permanent supportive housing (PSH) for people with disabilities in the Louisiana Gulf Opportunity Zone (GO Zone). The Road Home Plan includes the use of Community Development Block Grant funds (CDBG) and the Low Income Housing Tax Credit (LIHTC) Program to encourage the production of affordable housing. People with disabilities are included in the targeted populations for the disaster related low income housing development. This is referred to as the "Piggyback" Program. The Plan also provides for CDBG funded supportive services grants lasting for 5 years from the time of the participant's entry into housing. The CDBG funds are managed through the Office of Community Development (OCD) via an agreement with the Department of Health and Hospitals (DHH) for the development and implementation of the PSH tenant selection and supportive services program to people with disabilities in the Louisiana GO Zone). Because the housing development efforts alone were not sufficient to develop enough housing units with rents affordable to people with an SSI or SSDI income, Congress appropriated funds for rental subsidies for the 3,000 PSH

units. The OCD established itself as the Louisiana Housing Authority through HUD, specifically for the PSH program, for the management of the rental subsidies. OCD has contracted with a Section 8 Subsidy Administrator and local regional Continua of Care for the Homeless to locally administer the Section 8 subsidies and the Shelter Plus Care subsidies respectively.

6. The Louisiana Housing Corporation (LHC), created by the Louisiana Legislature in 2011, is designated as “a public body corporate and politic constituting an instrumentality of the State,” and serves as the primary administrator of federal and state housing programs in Louisiana. LHC is made up in part of the agency formerly known as the Louisiana Housing Finance Agency (LHFA). Effective January 1, 2012, the LHFA became a subsidiary of the LHC until the LHFA’s termination on June 30, 2012, at which time all powers and duties formerly vested in the LHFA transferred to the LHC.

One purpose for its creation was the belief that the limited resources available to the State of Louisiana could be more effectively and efficiently used if a single corporation were authorized and directed to coordinate housing programs administered by the state, its agencies, and instrumentalities. The LHC has also been granted the statutory power and authority to engage in or assist in the development or operation of low-income housing throughout the State of Louisiana. The ability to carry out the development or operation of this mission was broadly conferred upon the LHC, in pertinent part: The legislature hereby finds and declares further that the LHC should have the maximum amount of flexibility, responsibility, and discretion to assure that all the residents of the state shall have access to decent, safe, sanitary, accessible, and affordable housing.

Also included among the many powers and duties of the LHC enumerated in the LHC Act are the following powers and duties relevant to the LHC’s ability to carry out the development or operation of providing affordable housing to the citizens of Louisiana:

- To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions with any federal or state government or corporation.
- To access any and all federal funding related to housing.

7. PSH is a best practice model of housing and supports that includes housing that is safe, affordable and permanently available to the disabled tenant as long as the tenant can meet the requirements of tenancy. The services offered are individually tailored to the tenant’s needs and are made available to the tenant but are not a requirement of continued tenancy. To execute the tenant selection and supportive service management of the PSH program, DHH has designated five (5) local state offices (see glossary) to serve as Local Lead Agencies (LLAs) within each geographic region of the GO Zone to

work in partnership with the LA Housing Authority, the Department of Social Services, the Section 8 Subsidy Administrator, local Continuum of Care for the Homeless and local property owners/managers, to place and support the disabled households who qualify for this program. Specific supportive services facilitated through the LLA will depend on individual tenant needs but the types of services that will be available will include: support in accessing housing (including assistance with applications), arranging for utilities and essential items for establishing a home, crisis prevention and intervention, personal skills training and assistance, transportation and transportation training, budgeting assistance, linkage to mental health, substance abuse treatment and medical care, linkages to education and employment and other community supports as well as interceding with property management in any tenant based issues.

8. The Office of Aging and Adult Services (OAAS) is a Program Office of DHH that is responsible for the Department's services to aid the elderly and adults with long term care needs. As such, the OAAS is an office that serves a cross disability population. The PSH program is managed through OAAS and is the program issuing this RFP.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers to provide continued consultation in the development, maintenance and evaluation of a comprehensive service program for tenant selection, waiting list management and community based in-home supports for people with disabilities in the GO Zone. Contractor will assist DHH in the continued development and refinement of the currently existing system of tenant selection and in-home support services for households with disabilities in the Louisiana GO Zone and in the implementation and maintenance of a Medicaid based system of long term sustainable funding for the PSH supportive services currently provided by DHH through CDBG funding.
2. A contract is necessary because the PSH Program is a large, complex program using nationally recognized best practices in both housing and support services for people with disabilities. A Program like PSH has never before been attempted with a cross-disability population. Therefore, the level of expertise necessary to develop a successful program includes detailed knowledge of housing issues as well as extensive knowledge and experience with housing based supportive services. This combination necessitates familiarity with the national best practice service models and national affordable housing models, as well as the nature of the state and federal requirements interfacing a combined housing and support service program for persons with disabilities. Because current federal funding of PSH services is limited and non-recurring, DHH will need assistance with the implementation and maintenance of a Medicaid based sustainable funding mechanism for the support services and the extensive training of service providers to ensure fidelity and consistence with this best practice model. The time frame and

complexity of the services will require knowledge and experience with the various Medicaid programs available nationally.

C. Invitation to Propose

The Office of Aging and Adult Services is inviting qualified proposers to submit proposals for consulting services to provide assistance to DHH in the continued development, refining, evaluation and long term continuation of the supportive services component of the Permanent Supportive Housing Program in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Michell Brown
DHH PSH Program Director
Office of Aging and Adult Services/ PSH program
Department of Health and Hospitals
628 North 4th Street, 2nd Floor, Baton Rouge, LA 70802
225-342-5885
225-219-0202 FAX
Michell.brown@la.gov

2. This RFP is available in pdf at the following web links:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
and

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

E. Proposer Inquiries

1. The Department 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 the above fax number or 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:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

and may also be posted at:

<http://new.dhh.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.

F. Non-Mandatory Pre-Proposal Conference

Not Required for this RFP.

G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	November 30, 2012
Deadline for Receipt of Written Questions	December 7, 2012
Response to Written Questions	December 17, 2012
Deadline for Receipt of Written Proposals	January 4, 2013 4:00 P.M. CST
Proposal Evaluation Begins	January 9, 2013
Contract Award Announced	January 15, 2013
Contract Negotiations Begin	January 16, 2013
Contract Begins	February 1, 2013

H. 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:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> and may also be posted at:

<http://new.dhh.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. SCOPE OF WORK

A. Project Overview

The contractor selected for this multi-year project will provide consultation to DHH regarding the successful implementation of the Permanent Supportive Housing

Program. The consultation will focus on continuing the necessary assistance to DHH in the refinement of the existing PSH system of tenant selection and in-home support services for eligible households with disabilities in the Louisiana Gulf Opportunity Zone; and in the implementation and maintenance of a Medicaid based system of long term sustainable funding for the PSH supportive services. This will include, but not be limited to, the development and assistance in maintaining the necessary measuring of programmatic outcomes as defined by DHH as well as assisting the DHH in the oversight of the SMO in expanding and maintaining the PSH housing support system in a manner that is consistent across the geographic area of the program and is consistent with nationally recognized models of similar permanent supportive housing efforts. The Contractor should have experience in assisting Louisiana and other states in applying for housing resources and developing Permanent Supportive Housing services.

Staff training in best practice methods will be an essential component of building this system. The contractor should have experience in these best practice methods. The contractor shall both provide and arrange for the provision of trainings/coachings needed to expand and refine the service capacity across the GO ZONE. Documents such as PSH Provider Credentialing requirements and system, Standards of Care, reports on program effectiveness, and evidence of trainings/coachings held, elementary and advanced training curricula and drafts for required Medicaid plan adjustments, as requested by DHH, will be products of this contract.

In summary, this contract will include providing information and guidance as well as work products, documents, service capacity trainings/coachings, and other tasks as required. All contractor activities shall be at the direction of DHH PSH Program Director and in compliance with federal HUD CDBG, Section 8 and Shelter Plus Care regulations. To perform this work, the contractor shall work closely and collaboratively with DHH's partner agencies, OCD, and LHC to ensure the success of the PSH program. The contractor shall attend all meetings, participate in collaborative work projects and participate in conference calls, all at the direction of the DHH PSH Program Director. In conducting these activities, the contractor shall be required to come to Baton Rouge as needed, but at least quarterly, to meet with DHH staff and partners. The contractor shall also travel to the regional field areas as needed and under the direction of the DHH PSH Program Director. Payment will be done via an hourly rate of service for consultation and training/coaching services. Rates shall be inclusive of all costs of providing the service. At the direction of DHH the Contractor must increase the amount of hours of service, at the same rate, should additional service be needed by DHH.

B. Deliverables

1. Programmatic Requirements

The contractor shall:

- a. Assist DHH on the implementation of the DHH PSH Services Sustainability Plan.
 - i. Provide support & technical assistance to DHH and the LLAs in the transfer of the local PSH services management from the LLAs

to the SMO including: the development and implementation of a transition timetable within 1 month of Contract start date, including tasks to be accomplished and anticipated barriers to full implementation.

- ii. Assist DHH in reviewing and modifying the Sustainability Plan to reflect coverage of PSH interventions in waiver and state plan approvals, including updated budget/cost assumptions by June 30, 2013 and semiannually thereafter.
 - iii. Provide continued support to the PSH Executive Management Committee regarding the implementation of the Services Sustainability Plan through the assistance to the PSH Office in planning and preparing documents for the Committee meetings as planned by DHH, including a review and report on Plan implementation progress, within 2 months of the effective date of the contract and quarterly thereafter.
 - iv. Assist the DHH SMO and Program Offices in planning and operationalizing the tasks to be absorbed by the SMO and Offices in anticipation of the reduction and loss of the federal CDBG startup funds via development of strategies and time tables for full non-CDBG operations within 30 working days after the effective date of the contract.
- b. PSH is a best practice method of supportive housing. The implementation of PSH must be consistent across the program's geographic jurisdiction. To ensure fidelity to the PSH model, this will require a substantial amount of service provider training as the program moves to sustainable funding under Medicaid and opens service provision to a greater number of provider agencies than in the current contracted services. The contractor shall:
- i. Provide support and technical assistance to DHH PSH program management in the establishment, implementation and refinement of PSH Service Provider Credentialing.
 - iii. Assist DHH in the development of a training curriculum that includes introductory and advanced training to ensure that all PSH services across the state provided via the SMO enrolled service providers are consistent and delivered according to the fidelity with the PSH best practice model. Training curriculums shall be developed by April 30, 2013.
 - iv. Assist DHH in the provision of a series of initial trainings using existing training curricula to new providers to begin by January 31, 2013, and provided at least once every 6 months thereafter or more frequently based on need review and DHH request. Contractor will switch to new training curricula upon completion of the curricula update and receipt of DHH written approval. Implementation efforts will include scheduling/providing trainings with trainers/coaches with specialized knowledge based both in housing supports and in how to support the cross-disability population served by PSH.

- v. Assist DHH in the development and provision of coaching sessions for direct service staff for the refinement of service provision. A *schedule* of initial sessions shall be submitted to DHH within 6 months of contract start date. Coaching sessions shall be held twice within the first year for each PSH provider agency and then held as determined by performance reviews directed by DHH.
 - vi. Develop curricula for DHH to use to train trainers for the purpose of building the state's internal capacity to train on the PSH service model and to sustain long term training capability. Curricula for trainers shall be developed and submitted by September 30, 2014. Training of trainers shall begin by February 1, 2015.
- c. Contractor shall provide support and technical assistance to DHH Program offices and the SMO regarding referrals to ensure the successful leasing of the 3,000 PSH permanent rental subsidies. This shall include: Assisting DHH in the refinement of referral protocols as needed to ensure that an adequate number of eligible referrals are made available to the LHC for placement into available housing units. System review and recommendations for adjustments will be made by May 30, 2013.
- d. Contractor shall assist DHH in the improvement of strategies for data collection and program evaluation methods that can be used by DHH for long term program evaluation and to meet federal HUD CDBG and Shelter Plus Care reporting requirements. The contractor shall:
- i. Assign staff with expertise in developing, adjusting and managing data systems for program management and program evaluation within 30 days of contract Start date.
 - ii. Provide assistance to include review and revision of PSH program's written policies and procedures as well as sub-recipient monitoring protocols to reflect the program's transition from CDBG service funding to sustainable services funding. Review will be completed by August 31, 2013 with recommendations for revision submitted by October 31, 2013.
 - iii. Provide assistance to include monitoring for data quality and completeness, and the linkage of PSH tenant and outcome data for performance monitoring, evaluation, services improvement and assessment of training needs. Review, assistance and report will be conducted and submitted by June 30, 2013, semi-annually in FY 2014 and annually in FY 2015.
 - iv. Provide assistance to PSH program management in collecting and reviewing the S+C match data as directed by DHH.

2. Staffing Requirements/Qualifications

Contractor must ensure that personnel assigned to the contract are sufficient in number and qualifications.

3. Record keeping requirements

All documents produced as part of the completion of a deliverable shall become the property of the Department of Health and Hospitals. Records of all activities related to achieving deliverables must be maintained for a period of 5 years past the expiration date of the contract.

4. Reporting Requirements

Contractor must include a report of all activities undertaken during the billing period along with the submission of invoices. Appropriate source documentation must be included per CDBG requirements.

5. Transition Plan

This contract is for a continuation of ongoing services. Contractor shall submit a detailed plan of transition from the current service provider that will ensure the continuity of services to the Department.

C. Liquidated Damages

1. 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.

- a. Late submission of any required report - \$50 per working day, per report.
- b. Failure to fill vacant contractually required key personnel positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.

2. 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

1. 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.

2. 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 must maintain hardware and software compatible with current DHH requirements which are as follows:

- IBM compatible PC
- Intel Core i5 or equivalent (or compatible successors)
- 4 Gig of RAM memory (minimum)
- Enough spare USB ports to accommodate thumb drives, etc.
- 250GB Hard Drive (minimum)
- Ethernet LAN interface for laptop and desktop PCs
- 19" WXGA Digital Flat Panel LCD monitor with DVI (minimum)
- Printer compatible with hardware and software required
- High speed internet with email
- DVD\CD ROM
- Windows XP, SP3 or later version of operating system (minimum)
- Windows Internet Explorer 8.0 (or later)
- Microsoft Office 2007 or later
- Appropriate firewalls for internet security
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

F. Subcontracting

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

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

G. 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 Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with 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 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.

H. Resources Available to Contractor

The Office of Aging and Adult Services 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.

I. Contact Personnel

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

Michell Brown
Department of Health and Hospitals
Office of Aging and Adult Services
PSH program
628 North 4th Street, 2nd Floor, Baton Rouge, LA 70802
225-342-5885
225-219-0202 FAX
Michell.brown@la.gov

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be for a period of 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

K. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of Michell Brown, DHH PSH Program Director or designee.

III. 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 DHH until an award is made.

C. Code of Ethics

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.

D. Rejection and Cancellation

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

In accordance with the provisions of R.S. 39:2182, 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 laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

E. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

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.

G. Proposal Cost

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

H. Errors and Omissions

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

I. 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.

J. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted at the following web address:

<http://www.doa.louisiana.gov/CDBG/drhome.htm>

<http://www.dhh.state.la.us/index.cfm/page/453/n/213>

K. 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 assure 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) and should submit one (1) electronic copy (cd or flash drive) of the entire proposal and six (6) hard copies of the proposal. Proposer may provide one electronic copy of the Redacted Proposal (cd or flash drive). **No facsimile or emailed proposals will be accepted.** The cost proposal and financial statements should 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:

Mary Fuentes

Department of Health and Hospitals

Division of Contracts and Procurement Support

628 N 4th Street, 5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:
Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

L. Proprietary and/or Confidential Information

1. Pursuant to the Louisiana Public Records Act (La. R.S. 44.1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification.

M. 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.

N. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

O. Proposal Content

1. 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, with emphasis on the experience in developing *community based in-home, housing* support services that maximize the use of Medicaid funding, give details on how the contract services described in the RFP will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH Office of Aging and Adult Services, PSH program as related to the scope of this RFP. It should further cite Proposer's ability to satisfy provisions of the Request for Proposal.
 - 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 from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
 - c. This section should also include the following information:
 - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and Social Security number;
 - vii. If the proposer was engaged by DHH 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).

5. 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 the qualifications and availability of existing staff or of the ability to rapidly hire staff with the necessary experience and skill set that will enable them to immediately and effectively perform the activities of this RFP and meet the needs of consumers served.
- d. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- e. Describe approach and strategy for project oversight and management.
- f. Demonstrate an understanding of and ability to implement data collection as needed.
- g. 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.
- h. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- i. Identify all assumptions or constraints on tasks.
- j. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- k. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.

- I. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
6. Relevant Corporate Experience
 - 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, been instrumental in the development/implementation of a similar type project. Proposers should have experience in assisting other states in the expansion of their Medicaid systems to include housing support services.*** Proposers should give at least two customer references for projects implemented in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
 - b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.
 7. Personnel Qualifications
 - a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP is critical. 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.
 - b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
 - c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
 - d. Key personnel and the percentage of time directly assigned to the project should be identified.

- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
 - f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.
8. Additional Information
- 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.
9. Corporate Financial Condition
- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
 - b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.
10. Cost and Pricing Analysis
- a. Proposer shall provide hourly rates for proposed staff classifications that will be utilized for consulting services described in this RFP, for each year of the contract, and shall provide hourly rates for proposed trainers/coaches that will be utilized for providing all training/coaching services described in this RFP, for each year of the contract. The hourly rates for trainers/coaches shall be all-inclusive, to include all costs for travel, lodging, meals, and all other expenses. For consulting services, the proposer shall provide a subtotal for Support/Operational Costs. (Support/Operational costs may include: clerical/staff support, billing, mailing, phone costs, travel (not to exceed state travel allowances, which will be reimbursed in accordance with PPM 49.)) The Proposer shall provide a Grand Total for Consulting Services for each year of the contract and shall provide a Grand Total for Training/Coaching Services for each year of the contract.

- b. Proposers should submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined.

P. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

4. Cost Evaluation:

- a. The proposer with the lowest grand total cost for all 3 years for the **consulting services** shall receive 15 points. Other proposers shall receive points for cost based upon the following formula:

$$CPS = (LPC/PC) * 15$$

CPS = Cost Proposal Score
 LPC = Lowest Grand Total Cost of all proposers
 PC = Individual Grand Total Cost

- b. The proposer with the lowest grand total cost for all 3 years for **training/coaching** shall receive 10 points. Other proposers shall receive points for cost based upon the following formula:

$$CPS = (LPC/PC) * 10$$

CPS = Cost Proposal Score
 LPC = Lowest Grand Total Cost of all proposers
 PC = Individual Grand Total Cost

- c. The assignment of the total **25** points based on the above formulas will be calculated by a member of the DHH Contracts Office staff.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	2
Work Plan/Project Execution	15
Corporate Experience	30

Qualification of Personnel	17
Financial Statements	1
Cost	25
Veteran and Hudson Initiatives	10
Total	100

Q. On-Site Presentations/Demonstrations

Not Required for this RFP

R. Announcement of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) 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.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH 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, DHH shall release all retained amounts to the contractor.
- D. In addition, to 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 a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
4. Entire Agreement: This contract, together with the RFP 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 o 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. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - 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 agency 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.

Attachments:

- I. Veteran and Hudson Initiatives

- II. Certification Statement
- III. DHH Standard Contract Form (CF-1)
- IV. HIPAA BAA
- V. Sample Cost Breakdown Template

**Minimum Required Language - Request For Proposal (RFP)
Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran
Initiative) 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.louisianaforward.com/index_2.asp.

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/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*)

concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

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.louisianaforward.com/index_2.asp. 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://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. 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.

Rev. 12/1/11

CERTIFICATION STATEMENT

ATTACHMENT II

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 accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
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 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 5 business 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 www.epls.gov).

Authorized Signature: _____
(Original signature only. No electronic or photocopy accepted.)

Typed or Printed Name: _____

Title: _____

Company Name: _____

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

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

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

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. 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 Department of Health and Hospitals, 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. 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 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. 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.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. 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. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. 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. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS 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.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
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_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
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_____ NAME	_____ NAME
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Secretary, Department of Health and Hospitals or Designee

_____ TITLE	_____ TITLE
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_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
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_____ NAME	_____ NAME
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_____ TITLE	_____ TITLE
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(Rev. 1/04)

HIPAA Business Associate Addendum:

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event

that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:
In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

