

LOUISIANA



DEPARTMENT OF HEALTH AND HOSPITALS

REQUEST FOR PROPOSALS

STATE OF LOUISIANA
RYAN WHITE PART B CORE AND ANCILLARY SERVICES
AND
HOUSING OPPORTUNITIES FOR PERSONS LIVING WITH AIDS (HOPWA)
FUNDING FOR PEOPLE LIVING WITH HIV IN REGION 8

STD/HIV PROGRAM
OFFICE OF PUBLIC HEALTH
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-RWPARTBHOPWA-8-OPH
Proposal Due Date/Time: May 23, 2014 4:00pm CST

Release Date:

May 8, 2014

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Glossary

ADAP: AIDS Drug Assistance Program

CAREWare: Ryan White and HOPWA program reporting database

CDAP: Co-payment and Deductible Assistance Program

Department or DHH: Department of Health and Hospitals

FMR: Fair Market Rate

FPL: Federal Poverty Level

HHS: United States Department of Health and Human Services

HICP: Health Insurance Continuation Program of Louisiana

HOPWA: Housing Opportunities for Persons with AIDS

HQS: Housing Quality Standards

HRSA: Health Resources and Services Administration, HHS

HSS: Health Standards Section, Department of Health and Hospitals of Louisiana

HUD: United States Department of Housing and Urban Development

LSU: Louisiana State University

Must: Denotes a mandatory requirement

Original: Denotes must be signed in ink

PHS: Public Health Service, HHS

PLWH: Person living with HIV

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

Shall: Denotes a mandatory requirement

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

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

TBRA: Tenant Based Rental Assistance

UDC: Unduplicated Client

Will: Denotes a mandatory requirement

1. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and 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 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 with HIV infection and AIDS, 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 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. 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, pursuant to the Code of Federal Regulations (24 CFR Part 574). These can be found in their entirety at <http://www.gpo.gov/fdsys/pkg/CFR-2012-title24-vol3/xml/CFR-2012-title24-vol3-part574.xml>.

The current Consolidated Plan for the State of Louisiana can be found on the Division of Administration website at http://doa.louisiana.gov/cdbg/Con_Action_Plan_home.htm

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide community-based supportive services to low income persons living with HIV (PLWH).
2. A contract is necessary to insure that the Ryan White HIV/AIDS Treatment Extension Act of 2009 and that Housing Opportunities for Persons with AIDS (HOPWA) funding is 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. Contract(s) 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.

According to the 2011 estimates, approximately 27% (1,202,000) of the Louisiana population was living in poverty, and 20% of the population (906,800 were uninsured). (Kaiser Family Foundation, 2011). At the end of December 2012, 18,493 persons were known to be living with HIV infection in Louisiana, 10,123 (55%) of whom have progressed from HIV to AIDS. There are persons living with HIV in every parish in Louisiana. Of persons living with HIV infection in 2011, 64% had at least one primary medical care visit during the year. Persons living with AIDS were more likely to have a medical visit (75%) compared to persons living with HIV (50%). Females, non-Hispanics, and persons under the age of 13 were also more likely to be receiving medical care. The New Orleans (41%) and Lake Charles (46%) are had the highest unmet need for primary medical care.

In 2012, SHP coordinated HIV-related care, treatment and support services for 5,695 people living with HIV infection in Louisiana. These services were supported through the Ryan White Part B Program and the state formula Housing Opportunities for Persons with AIDS (HOPWA) programs. Service categories and number of people served varied by region.

C. Invitation to Propose

DHH Office of Public Health is inviting qualified proposers to submit proposals for services to provide 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 Bundled Services; however, based on demonstrated client needs and the availability of funding, Optional Ryan White Part B services and Optional HOPWA services may be added at the discretion of DHH.

All service categories are listed in this section. Depending on the service category, proposers must adhere to the following requirements:

1. Bundled Service Categories: Qualified proposers may submit proposals for DHH Region 8 ONLY(Attachment I), for all three of the following bundled services:
 - Medical and/or Non-Medical Case Management,
 - Medical Transportation, and
 - HOPWA Tenant-Based Rental Assistance.
2. Post award, DHH reserves the right to add one or more additional services from the following categories to the bundled services contract(s) based on availability of funding and evidence of regional need for particular services.

Optional Ryan White Part B Service Categories:

- Oral Health Care,
- Mental Health Services,
- Substance Use--Outpatient Services,
- Emergency Financial Assistance,
- Food Bank,
- Early Intervention Services,
- Outreach
- Psychosocial Support Services,
- Referral For Health Care/Supportive Services, and
- Treatment Adherence Counseling.

Optional HOPWA Service Categories:

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

D. 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>

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. 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:

Mary Fuentes

Department of Health and Hospitals

Division of Contracts and Procurement Support

628 N 4th Street, 5th Floor

Baton Rouge, LA 70802

Email: Mary.Fuentes@LA.Gov

Fax: (225)342-9046

2. All communications relating to this RFP must be directed to the DHH RFP Coordinator 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.

3. This RFP is available in pdf at the following web links:

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

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

B. 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>

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.

A. Pre-Proposal Conference

Not required for this RFP

B. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

⁵ Schedule of Events	
Public Notice of RFP	May 8, 2014
Deadline for Receipt of Written Questions	May 12, 2014
Response to Written Questions	May 13, 2014
Deadline for Receipt of Written Proposals	4:00pm CST May 23, 2014
Proposal Evaluation Begins	May 27, 2014
Contract Award Announced	May 30, 2014
Contract Negotiations Begin	June 2, 2014
Contract Begins	July 1, 2014

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 Health and Human Services (HHS) Treatment Guidelines. Core Medical and Support Services are defined by National Monitoring Standards for Part B Grantees. Current treatment guidelines are available at www.AIDSinfo.nih.gov and include: ensuring access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections as well as combination antiretroviral therapies. Care beyond these core medical services may include access to other support services, such as those listed on Page 5. Supportive 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: costs for facility operations; 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. The Strategy is available in its entirety at <http://aids.gov/federal-resources/national-hiv-aids-strategy/nhas.pdf>. 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. 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. Only contract for Bundled Services in Region 8 are anticipated to be awarded as a result of this RFP. These bundled services include, at a minimum, Ryan White Part B Medical and/or Non-Medical Case Management, Medical Transportation and HOPWA Tenant-Based Rental Assistance (TBRA).
 - 1. 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, DHH reserves the right to add one or more of the optional services listed in Sec. I.C.2 above to bundled services contract(s), based on available federal funding, a documented evidence of need, compliance with the Louisiana HIV/AIDS Strategy 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 client and financial documents, adhering to all data reporting requirements, complying with current HIPAA and data security standards and participating in and conducting quality assurance requirements activities.

2. Operations Requirements

A. Ryan White Medical and Non-Medical Medical Case Management

1. Medical Case Management

Medical Case Management services must be provided by trained professionals, including both medically credentialed and other health care staff who provide a range of client-centered services that result in a coordinated care plan which links clients to medical care, psychosocial, and other services. These services shall ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through an ongoing assessment/reassessment of the client and other key family members' needs and personal support systems. Medical case management may also include the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities shall include: (1) initial assessment of service needs; (2) development of a comprehensive, individualized care plan; (3) coordination of services required to implement the care plan; (4) continuous client monitoring to assess the efficacy of the care plan; and (5) periodic reevaluation and adaptation of the care plan, at least every 6 months, as necessary during the enrollment of the client.

2. Non-medical Case Management

Non-medical case management services shall include advice and assistance in obtaining medical, social, community, legal, financial and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments. Non-Medical Case Management shall also include the utilization of Video Tele Conferencing (VTC) technology for persons who are currently incarcerated and/or seeking medical attention at another location that has an agreement with the contractor for service provision. Contractors newly funded through this RFP process will be provided with the appropriate VTC equipment and training.

3. Overview

Case management services are home and community-based. Case managers shall 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 contractor. The first and highest priority of all HIV case management systems must be to ensure persons living with HIV are enrolled and sustained in coordinated health care that optimizes clients' health and well-being. As a service well-equipped to coordinate a wide-array of multiple, often fragmented services necessary to access health care, HIV case management has both the potential and the obligation to impact quality and longevity of life.

4. Goal

The goal of case management shall be enhanced independence and increased quality of life for individuals with HIV infection. Case management services shall be provided in the appropriate place by appropriate providers in a manner that is culturally and linguistically competent. Case management 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, and dignity and respect. Case management shall provide for monthly face-to-face or phone contact, and a minimum of one home visit per year, as determined by client need.

In general, case management shall provide the following functions:

- Intake into care;
- On-going assessment of client needs;
- On-going service planning;
- Coordination of and referral to primary care;
- Coordination and referral to other medical and support services;
- Monitoring and follow-up; and
- Discharge/Transition planning.

Clients will have only one primary case manager at any one time throughout his/her care. The primary case manager is responsible for providing the seven functions described above. This does not preclude the clients from receiving services at other provider locations. In fact, case managers shall work to assist clients with accessing any number of services at any number of different agencies, but these are discrete services (such as housing, legal assistance, etc.); the client will not need to receive case management services at every agency to which s/he presents, and shall not receive case management at more than one Ryan White Treatment Modernization Act-funded contractor.

5. Policies and Procedure Requirements

8 The provision of Ryan White Part B and State Formula HOPWA services to low income person living with HIV disease shall require careful planning as to the policies, procedures, forms, standards, and staffing responsibilities that will facilitate a successful program. Low income is defined as 200% FPL or below for Ryan White Part B services, and 80% of the Area Median Income (AMI) for the Parish in which the client resides, for the year in which services are provided. Information on Area Median Income as determined by HUD is available at: www.huduser.org/portal/datasets/il.html.

- A. Written policies and procedures shall be in place within 30 calendar days of contract start date to help ensure consistent and fair program practices and compliance with Federal and Ryan White Part B or HOPWA-specific regulations.
- B. Written policies and procedures shall be based on the current Part B Standards of Case Management, all current federal programmatic and reporting requirements, as well as “best practices” recommended by OPH/SHP.
- C. The policies and procedures must be submitted to the OPH/SHP Program Monitor and Services Manager for approval.
- D. Contractor shall develop at least one set of policy and procedure manuals to cover the range of information related to program operations, assignment of staff responsibilities, emergency procedures and contacts, and other policies to be followed by contractor staff and clients. These manuals shall be comprehensive and clearly written, and shall be readily available for OPH/SHP so they can assess whether the contractor has developed and is adhering to the requisite policies and procedures. An overview of policies and other processes designed to enhance effective operation of the program shall include the following:
 - Confidentiality requirements;
 - Key policies and procedures for all assistance programs;
 - Client’s Rights and Responsibilities;
 - Client Grievance Procedures;
 - Housing Quality Standards; and
 - Financial management policies
- E. Entities within areas in which activities under the grant are carried will maintain appropriate relationships with entities in the area serviced that constitute key points of access to the health care system for individuals living with HIV (including emergency rooms, substance use treatment programs, detoxification centers, adult and juvenile detention facilities, STD clinics, HIV counseling and testing sites, mental health programs, and homeless shelters) for the purpose of facilitating early intervention for individuals newly diagnosed with HIV and individuals knowledgeable of their HIV status but not in care;
- F. The Contractor shall conform to the reporting requirements set forth by OPH/SHP, DHH, HRSA or HUD by implementation and use of the Ryan White CAREWare database, with timely submission of electronic data and invoices on a monthly basis.
- G. Units of Service
 - One 15 minute face to face* encounter = 1 unit
 - One 15 minute other** encounter = 1 unit
 - One assessment/re-assessment event = 1 unit
 - *Non-intake
 - **Telephone contact with client, or on client’s behalf

9 B. Medical Transportation Services

1. Medical Transportation Services

Medical Transportation is an allowable support services under the Ryan White HIV/AIDS Program. Funds may be used to provide transportation services for an eligible individual to access HIV-related health services, including services needed to maintain the client in HIV medical care. Transportation shall be provided through:

- A. A contract(s) with a provider(s) of such services;
- B. Voucher or token systems;
- C. Mileage reimbursement that enables individuals to travel to needed medical or other support services may be supported with Ryan White HIV/AIDS Program funds, but shall not in any case exceed the established rates established by the State of Louisiana and outlined in the PPM 49.
- D. Use of volunteer drivers (through programs with insurance and other liability issues specifically addressed). A copy of the current license and current insurance card must be included in the personnel record of the employee or volunteer providing this service. Funds awarded under the Ryan White HIV/AIDS Program shall NOT be used for direct maintenance expense (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees. This restriction shall not apply to vehicles operated by organizations for program purposes.
- E. Client must be ineligible for Medicaid transportation or other transportation services.
- F. Contractor shall maintain detailed records in legible form of mileage driven, name of individuals provided with transportation, dates of service, origin, destination, and purpose for all trips provided.
- G. Contractor procedures shall include use of seatbelts/restraint systems as required by State Law, including the use of child safety seats.
- H. Transportation services shall be provided in the most efficient and cost effective method possible.
- I. Cash payments to clients shall be prohibited.
- J. The Contractor shall conform to the reporting requirements set forth by OPH/SHP, DHH, HRSA or HUD by implementation and use of the Ryan White CAREWare database, with timely submission of electronic data and invoices on a monthly basis.
- K. Units of service
 - 1 transportation dollar issued (total cost per unit not to exceed \$1.10)
 - 1 one-way trip

10 C. HOPWA Tenant-Based Rental Assistance (TBRA)

1. HOPWA Tenant-Based Rental Assistance

HOPWA Tenant-Based Rental Assistance (TBRA) is a program that provides permanent housing to low-income persons living with HIV infection and their families. TBRA shall operate similarly to a Housing Choice Voucher, but with fewer entry criteria to ensure that persons living with HIV disease have access to safe and affordable housing. It shall provide a non-development approach to the creation of affordable housing. Under TBRA, funding shall be 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 shall be portable and shall move with the client.

2. Services in Support of Housing Stability

A. Supportive Services Requirements

Contractor shall provide supportive services to assist tenants in maintaining housing stability as required for all HOPWA rental assistance programs. Supportive services shall be located onsite or at a central location and shall be provided by the contractor or by other community organizations through agreement between the contractor and a third party.

1. These services shall be essential, and the Contractor shall play an active role in helping clients understand their responsibilities (e.g., such as paying their portion of the rent) and, in the case of TBRA, also helping them search for and locate appropriate apartments.
2. Housing counseling and assistance shall help clients with the following:
 - a. Understanding where affordable housing is located in the community
 - b. Deciding what kind of house and neighborhood the client would like to move to within the range of available options
 - c. Determining if an identified unit is located in an area that will meet the client's needs. (This shall involve determining whether the unit is located in an area accessible to the client's job, healthcare facilities, as well as local amenities and public transportation, and, if applicable, schools.)
 - d. Determining whether a unit meets HOPWA habitability standards (with annual reassessment)
 - e. Understanding the terms of the lease agreement
 - f. If a client does not have access to transportation to search for housing, staff shall also assist in providing or arranging for transportation.
 - g. For more information about conducting a housing search and providing housing search counseling, visit HUD's One CPD Resource Exchange at: www.onecpd.info and use the "Resource Library" to access the Housing Search Assistance Toolkit.
3. The regulations and guidance from HUD regarding supportive services shall have the following implications for HOPWA Programs:

- a. Contractor must ensure that supportive services are linked with the rental assistance provided and all the services must be available to all recipients of rental assistance.
- b. Contractor must make an assessment of both housing and supportive services to be conducted. All clients shall have an Individual Housing and Services Plan that includes an assessment of their housing needs as well as the supportive services needed for them to become and remain stable in housing. The plan shall be updated on a regular basis.

3. Assessment of Housing and Services Needs

- A. An assessment of the housing and services needs shall first be performed by the contractor when a potential client is being considered for HOPWA rental assistance. This assessment shall be a stand-alone document or shall be incorporated into a broader client psycho-social assessment.
 1. The contractor's assessment shall provide information to help achieve a successful housing placement and shall collect as much information as possible about the client's housing needs and preferences, as well as service needs to achieve housing stability.
 2. By identifying past successes and challenges, the case manager will gain a clearer idea about the specific barriers to residential stability faced by the client. It shall be noted that the purpose of this assessment by case managers is to help determine the type of housing and service supports best suited to each client based on the client's challenges, circumstances, and desires. The assessment described here is not intended as a guide to tenant selection, which is separate and distinct from the case management process.
 3. As part of the assessment, case managers shall collect information to understand how extensive the service supports need to be for a client to maintain permanent housing. Incorporating a housing history into the client assessment shall help accomplish this. A history of the type and location of housing in which the client has lived during recent years, along with questions about what worked and what did not work for the client in those settings, shall provide valuable insight into his or her capacity to manage and maintain independence.
 4. Another method for eliciting housing related information during an assessment shall be to review a checklist of housing barriers with the client. Barriers to housing will typically include such issues as the following:
 - a. No rental history
 - b. Past eviction(s)
 - c. Sporadic employment history
 - d. Criminal history
 - e. Insufficient or no income
 - f. No or poor credit history
 - g. Large family (3+ children)
 - h. Recent history of substance abuse
 5. When a client is behind with rent payments and found to have caused property damage, an appropriate response shall involve more than simply following established rent collection and property management procedures; the contractor shall work with the client in a holistic way to understand the underlying issues and take actions that will ameliorate the situation and restore a stable housing situation.

6. The contractor shall provide additional guidance on defining and coordinating these staff functions and shall help shape program design. These issues are most relevant to facility-based housing. Giving consideration to program management upfront will “set up” the program activities, policies, and procedures that are necessary for a smoothly running program that complies with all Federal regulations

4. Individual Housing and Services Plan

- A. The Individual Housing and Services Plan shall document client goals for housing, resources and services that are needed to help maintain housing stability, the assistance to be provided by the case manager, and client attainment of the goals. All Individual Housing and Services Plans shall be developed collaboratively between the client and case manager. To facilitate increased accountability, these plans shall be used as “contracts” including both client and case manager signatures. The following shall include the key components of an Individual Housing and Services Plan.
 - B. Key Features of the Individual Housing and Services Plan
 - Identifies the type(s) of housing considered necessary for the client, both short-term and ongoing;
 - Identifies eligibility for other non-HOPWA housing assistance;
 - Addresses need for supportive services to ensure stability in housing;
 - Connects client to mainstream resources;
 - Outlines concrete client goals and actions to achieve/maintain stable housing and increased independence; and
 - Documents client progress and successes.
 - C. Individual Housing and Services Plan Goals

The Individual Housing and Services Plan shall contain a range of specific, measurable, and attainable goals in all areas relevant to obtaining and successfully maintaining ongoing housing stability, including goals that address the HOPWA program objectives of maintaining housing stability, avoiding homelessness, and increasing access to care. Primary goal areas shall include the following:

 - **Client housing.** The steps to be taken by the client to identify, obtain, and maintain housing shall be clearly outlined, and shall include the following:
 - **Housing preference.** Client preferences related to unit size, location, housing type, and tenure (lease/own) shall be reflected in the goals as much as possible given limitations in housing availability.
 - **Obtaining housing.** Goals for obtaining identified housing shall include steps to be taken by the client and the case manager to secure that housing.
 - **Maintaining housing.** Goals shall clearly state client responsibilities for maintenance of the selected housing unit or refer to program rules related to maintenance.
 - **Future-oriented housing goals.** The inclusion of future-oriented goals shall be a source of motivation for clients. Such goals shall include plans to have greater independence, move to a larger place, or become a homeowner in the future.
 - **Income.** Every client shall have goals related to obtaining or maintaining either earned income or benefits. Achievement of these goals will help support the client’s housing choice and success in achieving stability and will address the HOPWA program’s care and support objectives.
 - **Education/Skills.** Job training or other preparation for employment shall be an important part of planning for greater income and independence.

- **Access to care.** Goals in this area shall ensure ongoing service coordination and measurement of client health outcomes with linkages to Ryan White Care Act services, primary HIV/AIDS medical care, Veterans Administration (VA) medical benefits and other services, as well as insurance or medical assistance, mental health treatment, or other treatment needs identified. Achievement of these goals will address the HOPWA program's care and support objectives

5. Housing Search Process

- A. Contractor shall develop written policies for program participants or staff persons to follow when assisting program participants as they search for housing that is suitable for rental assistance. These policies shall include information on permissible unit size, maximum rent allowed, and the area in which they may look, if applicable. Clients shall also be informed as to the maximum period of time allowed for locating housing and be provided the applicable unit utility allowance schedule for the area.
- B. Additionally, contractor shall provide a simplified habitability standards checklist to help clients eliminate units that would not pass a HOPWA Habitability Standards inspection, which is required before signing a lease. Note that the HOPWA program does not require units to pass a Section 8 Housing Quality Standards (HQS) inspection; those standards are more stringent than the HOPWA Habitability Standards

6. Tenant Lease Requirements

- A. After the client finds a unit that is suitable and meets the program's rent standard, HOPWA Habitability Standards, lead-based paint, and rent reasonableness guidelines, the lease must be reviewed and approved by the contractor.
- B. The Contractor shall develop a preferred lease format that landlords must use, or they shall allow landlords to use their own leases, as long as the leases do not contain provisions prohibited under the program.
- C. As a general rule, the lease between the tenant and the landlord must be for not less than one year and shall allow for renewal after that period. However, it shall be noted that Section 8 regulations, which HOPWA follows to the extent practicable, provide that DHH/SHP program/contract monitor may approve a shorter initial lease if such shorter term would improve the housing opportunities for the tenant and such shorter term is the prevailing local market practice. The following provisions shall either be contained in the lease or added as a lease addendum:
 - Details about the rental amount, including tenant and rental program shares of the rent to be paid monthly
 - List of utilities to be paid or provided by landlord and those to be paid by tenant
 - List of appliances to be provided by landlord
 - Explanation of landlord's responsibility for maintenance and services
 - Condition(s) necessary for eviction
 - Prohibition against discrimination
 - Amount of security deposit and who will pay it
 - Names of all occupants that will be living in the unit
- D. The lease shall not contain any of the following provisions:
 1. **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease

2. **Treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties
 - Note: This prohibition shall not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
3. **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent
4. **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant
5. **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties
6. **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease
7. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. Note: The tenant may be obligated to pay costs if the tenant loses.
8. **Payment of additional rent or fees to landlord.** Agreement by the tenant to pay additional rent or fees to the landlord out of pocket once occupancy takes place. The lease terms shall allow the landlord to terminate the lease or refuse to renew the lease of a tenant only for the following reasons:
 - Serious or repeated violation of the terms and conditions of the lease
 - Violations of applicable Federal, state, or local law
9. **Program staff shall review prospective leases** to ensure that the provisions meet the standards described in this section, as well as any additional requirements developed by the program. Clients shall not be directed to sign a lease until this review is complete and the landlord has signed an agreement to participate in the rental assistance program.

7. Rental Program Landlord Contract

- A. Before the client signs the lease and payment of rental assistance begins, a contract of participation agreement must be signed between the contractor and the owner of the unit in question. This agreement/contract is intended to clarify rights and responsibilities of each party and shall include the following:
 - Landlord contact information and Tax ID number or Social Security number
 - Overview of the rental assistance program process
- B. Landlord acknowledgement and acceptance of rental assistance program requirements, which shall include initial and continuing compliance with HOPWA Habitability Standards, state and local laws governing landlord and tenant relations, and program rules related to such issues as return of deposits, conflict resolution, and required notifications

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- C. Additional program procedures, such as statement about program staff availability to help Resolve problems with client rent payment or behavior. The landlord contract shall not list the HOPWA program by name, nor shall it refer to the HIV/AIDS program generally.
 - D. The landlord contract shall be fully executed and signed by the landlord and designated contractor. A contract of this type shall be executed for each unit occupied under the rental assistance program, and a copy shall be placed in each client's individual file.

8. Client Eligibility

- A. Client must be screened for other housing assistance programs, including those administered by the local Housing Authorities, available through the Homeless Coalition or identified in the regional Continuum of Care.
- B. Income Eligibility. Households must be at or below 80% of Area Median Income (AMI) to be eligible for all forms of HOPWA assistance, with the exception of Housing Information Services (24 CFR 574.3). Information on Area Median Income as determined by HUD is available at: www.huduser.org/portal/datasets/il.html.
- C. After verifying the determination of annual income and adjusted income, the next step shall be to calculate how much the resident will pay for housing—the payment to the landlord and resident paid utilities.
- D. By regulation (24 CFR 574.310(d)), residents receiving HOPWA rental assistance must pay as rent, including utilities, an amount which is the higher of
 - 30% of monthly adjusted income,
 - 10% of monthly annual income (annual income before adjustments, divided by 12), or welfare payments specifically designated to meet housing costs.
- E. Except for unusual circumstances, 30% of monthly adjusted income will be higher than 10% of monthly annual income. So in most cases, the resident rent contribution will be 30% of adjusted income. HOPWA requires that residents pay the amount calculated regardless of the rent for the unit (as long as housing costs for the unit meet the rent standard and rent reasonableness requirements as noted earlier).
- F. In a few areas, the contractor administering "Temporary Assistance to Needy Families" (TANF) designates a portion of the welfare payments for rent. In these localities, the file must include documentation of this amount.
Services must be in accordance with the TBRA standards as indicated below:
 - Subsidy shall not exceed difference between fair market rate (FMR) and tenant payment.
 - Contractor must adhere to the current HOPWA Habitability Standards developed by the Department of Housing and Urban Development (HUD). These can be located in the procurement library
 - Tenant must be screened for initial program eligibility and re-certified every six months thereafter. Proof of his /her annual income and a copy of the current lease shall be retained in the client's file.
 - Supportive services must be linked with housing placement may not be made without the provision of supportive services. These services must be detailed in the client's Housing Care Plan.
 - The Housing Care Plan and assessment must be updated every 30 calendar days and kept in client's central file.
 - The client may access TBRA assistance as long as the goals of the Individual Housing and Services Plan are being met. The Care Plan must be revised every six

months, or more often if necessary, and TBRA services typically do not exceed 24 months in duration.

- If leasing from an individual landlord, taxpayer identification shall be required.

9. Income Eligibility Calculator

HUD's Office of Community Planning and Development (CPD) launched the CPD Income Eligibility Calculator in 2012. The calculator is an interactive web-based tool for determining income eligibility and assistance amounts for beneficiaries of CPD programs, including HOPWA. The calculator is designed for use by contractors and sub recipients of CPD programs. The tool asks a series of questions depending on the program, activities, and other factors. The user inputs data about each household and its members, and the calculator works to generate a summary of results for each beneficiary. For more information on and access to the calculator, visit: www.onecpd.info/incomecalculator/. The Contractor shall utilize the Income Eligibility Calculator to determine income eligibility and assistance amounts.

10. Determining Adjusted Income

Contractor shall determine the adjusted income after the household's annual income has been calculated and the household is determined income eligible for HOPWA assistance. The next step shall be to determine a household's adjusted income. Adjusted income shall consider adjustments to income to establish how much the household will be required to pay for its housing, covering both basic utilities and rent.

11. Determining Rent Reasonableness

- A.** Contractor must ensure that each unit assisted is rent reasonable throughout the tenancy of the eligible household. To this end, the program shall have established policies on how rent reasonableness will be determined and documented. Contractor must document the decision-making process and the decision in the tenant's file.
- B.** Contractor shall not assume that if the rent of an assisted unit is within the established rent standard that the unit's rent is reasonable. It is possible that a unit may be within the rent standard established by the grantee and still not be reasonable. Contractor must document for each unit that a reasonable rent is being charged compared to other units in the private market and must verify, if applicable, that the rent of a unit is reasonable compared to the rent of other comparable unassisted units owned by the same and lord. To meet the first of these two reasonableness requirements, Contractor shall choose one of the following two options for determining rent reasonableness:
1. **Using a market study.** A market study conducted by a local Public Housing Agency (PHA) or other entity in conducting their rent reasonableness assessment shall be used. In some cases, HOPWA grantees and project sponsors have worked in partnership with their local PHA to gain access to rent reasonableness assessments conducted by or for the PHA. Such information shall provide the necessary data needed to complete the rent reasonableness assessment.
 2. **Review of comparable units. The Contractor** may also choose to conduct their own review of comparable units. This is usually the best option for smaller programs or for programs that serve a large or varied geographic region that may be different than any one PHA. A review of rent reasonableness can often be completed during the HOPWA habitability standards review. The rental assistance program shall develop clear policies detailing how the reviews will be completed. The policies shall include resources regarding factors to consider when comparing units, finding comparable units, and methods of documentation.

3. **Comparison factors.** Factors to consider in conducting the assessment shall include the following. These first five factors are often the most important for determining variances in rent.

- Location of the unit: In what neighborhood is the unit located? What are the distances to public transportation, shopping, work, and other services?
- Size of unit: How many bedrooms does the unit have?
- Type of unit: Is the unit unattached or attached? Is it in a large or small complex? Is it a single- or multi-family unit?
- Age of unit: When was the unit built?
- Utilities: Which utilities, if any, are included in the rent of the unit?

C. The following factors usually do not create substantial differences in rent, although they are addressed in the lease and can affect how quickly a unit leases.

1. Amenities: Is a washer/dryer, dishwasher, or new carpet provided in the unit? Do tenants need to pay for washing clothes and linens (in the building or at a self-service Laundromat)?
2. Housing Services: Are services provided to tenants? Maintenance: Does the lease specify some form of tenant responsibility for maintenance of the unit (e.g., lawn care)?
3. Locating units for comparison. There are a variety of methods for locating units for comparison, including newspaper advertisements, Internet sites (e.g., www.craigslist.org, www.rent.com), and apartment guides. Additionally, some communities have developed 211 systems that include affordable housing as a part of their listed services. Based on the factors discussed above, each unit shall be reviewed with at least three other comparable units. When comparable units are not available, best efforts shall be made to find similar units in other complexes or in similar geographic areas that are comparable to the location of the unit to be assisted.
4. Documenting the comparison. A variety of forms shall be used to document the rent reasonableness of assisted units. The form shall address the factors discussed above and shall compare the unit to be assisted with three other comparable units.
 - a. The contract rent for the unit to be assisted shall be at or below the contract rent of the three comparable units. If the unit rent is determined to be unreasonable, rental assistance shall not be provided for this unit.
 - b. In addition to ensuring the rent reasonableness of a unit compared to other private market units, Contractor must ensure the rent of a unit is reasonable compared to the rent of other comparable unassisted units owned by the landlord.
 - c. To meet this second reasonableness requirement, Contractor must request certification from the landlord that the rent being charged for the assisted unit is comparable to rents charged for other comparable unassisted units owned by the landlord. The landlord shall provide previous rent charged for the unit to be assisted, current rent charged by the landlord for comparable unassisted units, and estimated rent for a comparable unassisted unit, if the unit was vacant. If the requested rent is not reasonable, meaning the rent is not comparable to rent charged for other comparable units owned by the landlord, assistance shall not be provided for this unit unless an adjustment in the requested rent is made.

12. Units of Service

- 1 HOPWA TBRA dollar (total unit cost not to exceed \$1.07)

13. Requirements to Participate

- A. Rent payments shall be made on behalf of a client and not directly to the client. In no instance shall checks be given to the client for delivery of payment.
- B. 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).
- C. Contractor shall maintain individual client files, which document the following information as required by HOPWA regulations:
- D. Documentation of the need for HOPWA assistance;
- E. Proof of HIV status;
- F. Proof of residency;
- G. Proof of income;
- H. A current lease agreement;
- I. Proof of application to other housing assistance programs, including those administered by the local Housing Authorities, available through the Homeless Coalition or identified in the regional Continuum of Care.
- J. Signed disclosure form on the hard-wired or battery operated smoke detector warning statement;
- K. Signed disclosure form on lead-based paint and lead based paint hazards if a child under the age of 7 will be residing at that address;
- L. Copy of invoices (and check) for which payment is made;
- M. Documentation of other forms of assistance that are provided by the agency; and Housing Care Plan that pertains to developing/procuring long-term housing.
- N. Client must have routine contact with their case manager.
- O. Contractor shall work with clients to develop a care plan that addresses the clients' housing needs.
- P. Client eligibility shall be re-certified as needed but no less than one time per year.

10. Treatment Adherence Counseling

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Services shall include the provision of counseling or special programs to ensure readiness for, and, adherence to, complex HIV treatments. This service shall be provided by non-medical personnel outside of the medical case management and clinical setting to help clients understand the recommended medication regimens. Activities shall include: helping client to make informed decisions to accept or decline recommended therapies; identification of barriers and positive reinforcing factors-including physical side effects, emotional/psychological situations, and logistical factors; development of individualized plans for managing the medication schedules and side effects, and contingency for discontinuation of therapy.

D. HOPWA Optional Service Categories

Detailed requirements for optional HOPWA services are listed below. DHH reserves the right to add one or more of these optional services to bundled services contract(s) based on available funding and evidence of need. (Attachment IX)

1. HOPWA Resource Identification (RI)

Funds in the category of Resource Identification shall be utilized to establish, coordinate, and develop housing resources for eligible persons. These activities shall include conducting preliminary research and expenditures necessary to determine the feasibility of specific housing related initiatives for the eligible population.

Services provided shall 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.

2. HOPWA Permanent Housing Placement Services (PHPS)

Funds in the category of Permanent Housing Placement Services (PHPS) assist in establishing the clients and/or household in the housing unit where ongoing occupancy is expected to continue. Eligible expenses under PHPS shall include application fees, credit checks, and reasonable security deposits (shall not exceed two months' rent) .

3. HOPWA Short-Term Rent, Mortgage, Utility (STRMU) Assistance

Funds in the category of STRMU Assistance shall be used 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 shall be made on behalf of eligible clients, with the duration of assistance not to exceed 21 weeks.

E. Staffing Requirements/Qualifications

1. All personnel proposed in this application 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 or individuals who have received appropriate medical credentialing. Non-Medical Case Managers must have achieved a Bachelor's degree in a human services related field with at least one year of HIV-related work experience, and shall access continuing education as these opportunities are available. Key personnel will be subject to the approval of the DHH Program Monitor and Services Manager.
2. The Contractor must identify and update the List of Key Personnel, as approved by DHH, throughout the term of this Contract as requested by the DHH Program Monitor. Key Personnel positions must not be modified or removed except upon the prior express written approval of the DHH Program Monitor and Services Manager.

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3. During the term of this Contract, DHH reserves the right to approve or disapprove any member of Contractor's Staff, to approve or disapprove any proposed changes in such Staff, or to require the removal or reassignment of any Staff found unacceptable by DHH.
 4. The Contractor must not remove from the Project the Key Personnel, or temporarily reassign or reduce the time of the Key Personnel to the Project or divide the time of the Key Personnel between the Project and any other project or task, event or activity unrelated to the Project, except in the event of: illness; retirement; disability; termination of employment, or completion of assignments as defined in the Work Plan, or by mutual agreement of the parties.
 5. All Staff replacements for other personnel must have comparable or greater skills to perform the contract activities as were performed by the personnel being replaced. The Contractor shall not rehire any such removed personnel as a consultant or sub-contractor to perform services under the Contract without the prior express written approval of DHH.
 6. Staff working with HOPWA clients shall be regularly trained on confidentiality protections, generally 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 talking with other providers.

F. Record Keeping

1. Requirements

- A. Contractor must maintain a file on each client enrolled in services and relinquish all client files to SHP when the contract is terminated. Client records shall contain at a minimum:
 - a. Proof of residency (updated every six months);
 - b. Proof of income (updated every six months);
 - c. Proof of HIV diagnosis;
 - d. Client demographic information required for reporting purposes;
 - e. Plan of care (updated every six months);
 - f. Services provided; and
 - g. Referrals to other agencies/services accessed.
- B. Staff performing these functions shall maintain time and 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 required and site visits reports. While records shall be readily retrievable, procedures also shall control access to records, forms, and assets and otherwise safeguard them.

3. 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, 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.

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4. 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. Be sure 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.

5. 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 client meetings.

G. 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.
- C. If the Contractor is charging clients for any of the services provided; all charges and all collections (transactions) must be documented. These charges shall be made on a sliding fee scale that is demonstrated below.

Individual/Family Annual Gross Income	Total Allowable Annual Charges
Equal to or below FPL	No charges permitted
101 to 200 percent of FPL	5% or less of gross income
210 to 300 percent of FPL	7% or less of gross income
More than 300 percent of FPL	10% or less of gross income

- D. Sliding fee scales shall be waived in instances where a Contractor does not impose a charge or accept reimbursement available from any third-party payer. Third-party payment shall be defined as reimbursement under any insurance policy or any Federal or State benefits program.

3. Reporting Requirements

- A. Contractor shall document individual transactions for each client through CAREWare in order to satisfy requirements of HRSA and DHH, such as invoicing, reporting and evaluation. 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 information.
- B. Contractor shall comply with all SHP, HRSA and HUD reporting requirements.
- C. Contractor shall coordinate with SHP staff for technical assistance with CAREWare.
- 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 assure 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.

H. Transition Plan

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

I. 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. 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, DHH 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 - \$500 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 ~~2~~\$50 per working day per invoice.

26. 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.

J. Fraud and Abuse

1. The Contractor shall have internal controls and established monitoring 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.

K. Technical Requirements

The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:

- The contractor shall procure and maintain hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- 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 DHH 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 DHH 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 shall be inclusive of hardware, software, network infrastructure and any licensing costs.
- 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 DHH data must first receive prior 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.

L. Subcontracting

²⁷The 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.

M. 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, 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 \$1,000,000.²⁷

4. Insurance Covering Special Hazards

28 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.

N. 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.

O. Contract Monitor

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

Jantz Malbrue, MSPH

Department of Health and Hospitals

Office of Public Health

STD/HIV Program

1450 Poydras Street, Suite 2136

New Orleans, LA 70112

P. 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.

Q. Payment Terms

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 Services Program Monitor of approval authority. Continuation of payment is dependent upon available funding. The Contractor will be paid for the number of units provided on a monthly basis.

R. Independent Assurances

1. The State of Louisiana 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 and/or type II 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 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. 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 DHH to award a contract or contracts 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 all proposals received 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 Contractual Review.

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); Title 39, Chapter 16 (professional, personal, consulting, and social services procurement); or Title 39, Chapter 17 (Louisiana Procurement Code).

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. All assignments must be approved of by the Department.

G. 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 Contractual Review. 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.

H. Errors and Omissions

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

I. Ownership of Proposals

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: www.dhh.louisiana.gov.

K. Proposal Submission

- 3† 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 four (4) hard copies of the proposal. Proposer may provide one electronic copy of the Redacted (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

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, including protections sought for proprietary and/or trade secret information. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

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. ³² 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, 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.
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 Public Health STD/HIV Program as related to the scope of this RFP. It should further cite its 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 III).

33 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 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 continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- 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 as a result of completing tasks, 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 DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- p. If proposing to provide one or more optional services, demonstrate ability to provide these services in an effective and efficient manner, utilizing best practices

34. 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 implemented a similar type project. 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. If proposing optional services, the Proposer should describe experience providing these 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.

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 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 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.

35 8. 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
 1. The Proposer is encouraged to propose all-inclusive unit prices for some or all of the Optional Services units listed on Attachment IX-A, by region proposed, and by year.
 2. If proposing Optional Services, the Proposer should use Attachment IX-B to provide the total cost, by region, by year, for each of the optional services proposed.
 3. If proposing Optional Services, the Proposer shall provide budgets that indicate expenditures to support the unit prices proposed. The Proposer should utilize Attachment IX-C to provide the budget, by service category, by region proposed, by year.

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. The Proposer will propose to provide services in Region 8, for all three bundled services listed on Attachment VII-A. The proposer shall provide an all-inclusive unit price for each of the items listed on Attachment VII-A **for each year of the contract**. Failure to provide a unit price for each item shall cause the proposal to be disqualified for Region 8.
- b. Proposers shall also submit a budget in a similar format to the attached cost template form (See Attachment VI-A) for each proposed bundled service category for Region 8, 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 should use Attachment VI-B.

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. Evaluations of the financial statements will be conducted by a member of the DHH Office of the Secretary Division of Fiscal Management
3. Scoring will be based on a possible total of 100 points. The proposal with the highest total score per region will be recommended for award.

4. Cost Evaluation:

- 36 a. The proposer with the lowest total cost for all three years in a region shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- c. Note that 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.

5. Evaluation Criteria and Assigned Weights

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	20
Corporate Experience	15
Qualification of Personnel	20
Financial Statements	5
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

Subject to the provisions of Paragraph V.D above, the Department will award the contract to the proposer with the highest graded proposal per region 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. Mandatory requirements established by the Department and/or the Evaluation Team are not subject to negotiation.

VI. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH 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.
- 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. In order to accommodate the needs of each Contractor the State will allow an option for Retainage or Performance Bond. The Contractor and the State will come to a mutual decision on which option would be most beneficial for both parties. The Retainage or Performance Bond Option will be addressed during contract negotiations.

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.

Or

Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of its total proposal cost to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the Department. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

- 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 its amendments and addenda; and third priority to the provisions of the 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. 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. HIPAA BAA
- III. Certification Statement
- IV. DHH Standard Contract Form (CF-1)
- V. Regional Map
- VI. Cost Template (Bundled Services)
- VII. Cost Template: Bundled Service Unit Cost Worksheet
- VIII. Cost Template (Optional Services)
- IX. Cost Template Optional Services Unit Cost Worksheet

**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.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 at:

<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://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.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.

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 and Hospitals (“DHH”) 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 DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH 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 DHH.
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 DHH, 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 DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.

9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. 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.
11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
12. 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.
13. 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 Rules.
14. Contractor shall indemnify and hold DHH 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 DHH 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 DHH and contractor.
16. 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 provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall 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 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.

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 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **20** 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>).

Authorized Signature:

Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

Revised: 2011-06

DEPARTMENT OF HEALTH AND HOSPITALS

DHH:
Agency #

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)			5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits)		
2) Street Address			6) Parish(es) Served		
City	State	Zip Code	7) License or Certification #		
3) Telephone Number			8) Contractor Status		
4) Mailing Address (if different)			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) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount

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
	Title	Phone Number

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. 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 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. 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.
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**

SIGNATURE	DATE	SIGNATURE	DATE
NAME		NAME	
TITLE		TITLE	

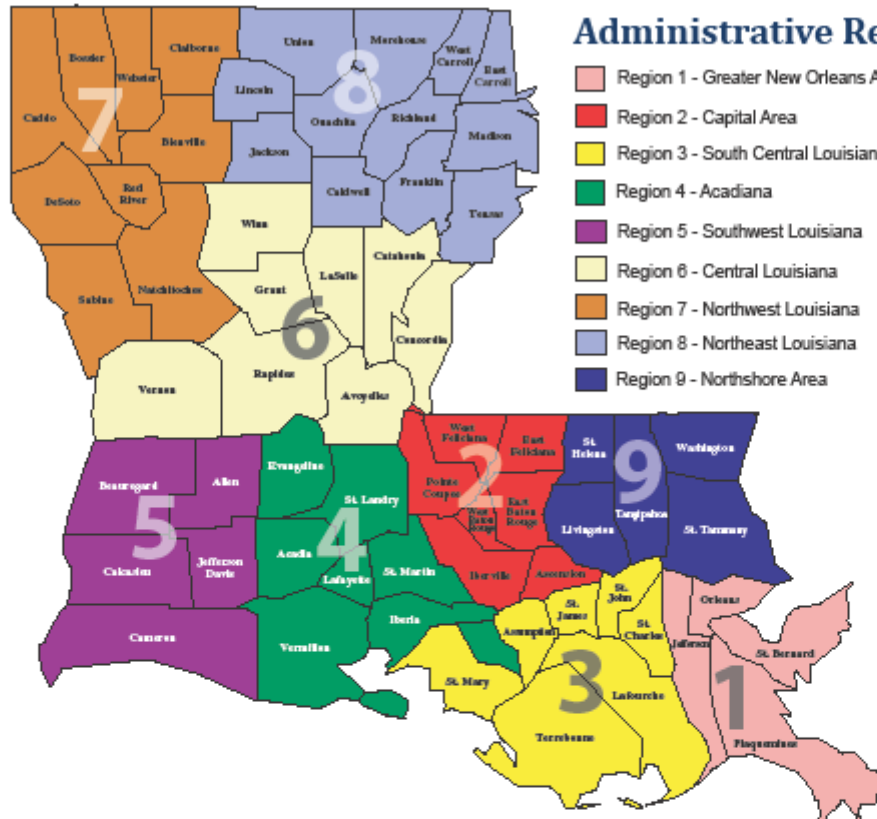
SIGNATURE	DATE	SIGNATURE	DATE
NAME		NAME	
TITLE		TITLE	

Regional Map

REGION 8 ONLY



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) 599-0606
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

3600 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

Attachment VI-A COST TEMPLATE (BUNDLED SERVICES)

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. All costs must be justified.)

\$ _____

TOTAL

\$ _____

ATTACHMENT VI-B

TOTAL BUNDLED SERVICES COST TEMPLATE

Based on the Bundled Services Proposal, for each Bundled Service Category, the Proposer shall summarize the Total Cost Amount of Ryan White and HOPWA resources below, for each year and by Region.

Proposer:	Region:
Year:	

Bundled Service Categories:

	Total Cost Proposed
A. Ryan White Part B Medical and/or Non-Medical Case Management	\$_____
B. Medical Transportation	\$_____
C. HOPWA Tenant-Based Rental assistance (TBRA)	\$_____

TOTAL COST AMOUNT

\$_____

(Year ____)

Attachment VII
COST TEMPLATE: BUNDLED SERVICE UNIT COST WORKSHEET
REGION 8

Based on the Total Proposed Cost, by Service Category and by Year, for each Region proposed, the Proposer shall indicate the unit cost per category based on historical data provided.

*The historical data provided as estimated quantity **MUST BE UTILIZED** to generate the proposed unit costs.*

PROPOSER:

YEAR:

Service Category	Unit of Service Description	Estimated Quantity		Unit Cost	Total Cost Proposed
		# of UDC	# of Units		
Medical or Non-Medical	1 15-minute medical professional face to face encounter	319	9,824		
Case Management	1 15-minute social work face to face* encounter	286	2,743		
	1 15-minute other staff face to face* encounter	300	3,000		
	* <i>non-intake</i>				
	1 medical professional other encounter**	319	18,807		
	1 social work other encounter**	286	9,532		
	1 other staff, other encounter**	300	10,000		
	** <i>telephone contact with client, or on client's behalf</i>				
Medical Transportation	1 one-way trip	198	6,389		
	1 transportation dollar issued ***	198	51,108		
	(***Note: This unit cost shall not exceed \$1.10 per unit)				
HOPWA	1 HOPWA Tenant Based Rental Assistance dollar****	30	28,520		
	(****Note: This unit cost shall not exceed \$1.07 per unit)				
TOTAL PROPOSED COST					

ATTACHMENT VIII-A OPTIONAL SERVICES WORKSHEET

Post award, DHH reserves the right to add one or more Optional Ryan White Part B and/or HOPWA Services to the bundled services contract(s) based on availability of funds and evidence of regional need for particular services. Proposer **MUST** complete this form for each year and by Region if proposing for Optional Services. Additional technical points may be awarded to proposer that demonstrates the ability to provide Optional Services.

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 (Food Bank, Emergency Financial Assistance, etc.)

\$ _____

SUB-TOTAL

\$ _____

ADMINISTRATIVE COSTS (no more than 10% OF SUB-TOTAL for Ryan White and 7% for HOPWA. All costs must be justified.)

\$ _____

TOTAL

\$ _____

ATTACHMENT VIII-B

TOTAL OPTIONAL SERVICES WORKSHEET

The Proposer is encouraged to propose all-inclusive unit prices for some or all of the Optional Services units listed on Attachment VII-A, by region proposed, and by year. Proposer must complete this form for each year and by Region if proposing for Optional Services. Additional technical points may be awarded to proposer that demonstrates the ability to provide Optional Services. Based on the Optional Services Proposals, for each Optional Service Category, summarize the Total Cost Amount of Ryan White and HOPWA resources below, for each year by Region.

Proposer
Year:

Region:

Service Categories:

Proposed

Total Cost

- | | |
|---|----------|
| A. Oral Health Care | \$ _____ |
| B. Mental Health Services | \$ _____ |
| C. Substance Use - Outpatient Services | \$ _____ |
| A. Emergency Financial Assistance | \$ _____ |
| B. Food Bank | \$ _____ |
| C. Early Intervention Services | \$ _____ |
| D. Outreach | \$ _____ |
| E. Psychosocial Support Services | \$ _____ |
| F. Referral for Health Care/Supportive Services | \$ _____ |
| G. Treatment Adherence Counseling | \$ _____ |
| H. Resource Identification Services | \$ _____ |
| I. Permanent Housing Placement Services | \$ _____ |
| J. Short Term Rent, Mortgage and Utility Payments | \$ _____ |

TOTAL COST AMOUNT

\$ _____

(Year _____)

ATTACHMENT IX

OPTIONAL SERVICE UNIT WORKSHEET

Region 8

The Proposer is encouraged to propose all-inclusive unit prices for some or all of the Optional Services units listed on Attachment VII-A, by region proposed, and by year. Proposer must complete this form for each year and by Region if proposing for Optional Services. Additional technical points may be awarded to proposer that demonstrates the ability to provide Optional Services. For each Optional Service Category, summarize the Total Cost Amount of Ryan White and HOPWA resources below, for each year by Region. Indicate the number of service units that the proposer will provide to the number of unduplicated clients (UDC), at what unit cost. This shall match each Optional Services Proposal.

CONTRACTOR:

YEAR:

Service Category	Unit of Service Description	Estimated Quantity		Unit Cost	Total Cost Proposed
		# of UDC	# of Units		
Oral Health Care	1 oral health care dollar				
Mental Health Treatment Services	1 mental health assessment				
	1 hour* outpatient counseling				
	1 hour* for each client attending group counseling				
	1 hour* individual or family/significant other counseling				
	<i>* 1 hour = 50 minutes client time and 10 minutes case charting</i>				
	1 licensed professional other encounter**				
	1 other staff, other encounter**				
	<i>** telephone contact with client, or on client's behalf</i>				
Substance Use Treatment Services	1 addiction assessment				
	1 hour* outpatient counseling				
	1 hour* for each client attending group counseling				
	1 hour* individual or family/significant other counseling				
	<i>* 1 hour = 50 minutes client time and 10 minutes case charting</i>				
	1 licensed professional other encounter**				
	1 other staff, other encounter**				
	<i>** telephone contact with client, or on client's behalf</i>				
Psychosocial Support	Individual or group counseling				
	1 hour*				

	<i>* 1 hour = 50 minutes client time and 10 minutes case charting</i>				
Health Care/Support Service Referral	1 referral made				
Direct Emergency Assistance	1 emergency assistance dollar issued				
Food Bank	1 food voucher dollar issued 1 food bag				
Early Intervention Services	1 15-minute encounter with a PLWH not in care				
Outreach	1 hour of outreach effort to PLWH 1 15-minute encounter with a PLWH				
Treatment Adherence Counseling from a Medical Professional	1 15-minute unit of treatment adherence information				
HOPWA	1 HOPWA Short Term Rent Mortgage Utility assistance dollar 1 HOPWA Resource Identification dollar 1 HOPWA Permanent Housing Placement Service dollar				
TOTAL PROPOSER BUDGET					