



## **REQUEST FOR PROPOSALS**

for

**RYAN WHITE PART B SUPPORTIVE, CORE MEDICAL, AND  
HOPWA (HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS) SERVICES**

**STD/HIV/HEPATITIS PROGRAM  
OFFICE OF PUBLIC HEALTH**

**RFP #: 3000015534**

**Proposal Due Date/Time: January 6, 2021  
11:59PM**

**Release Date: November 6, 2020**

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**Attachment I** Louisiana Veteran and Hudson Initiatives

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Error: Reference source not found Cost Template

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**REQUEST FOR PROPOSAL  
FOR  
RYAN WHITE PART B SUPPORTIVE, CORE MEDICAL, AND HOPWA SERVICES**

**ADMINISTRATIVE AND GENERAL INFORMATION**

**1.0 ADMINISTRATIVE AND GENERAL INFORMATION**

**1 Purpose**

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

**2 Background**

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

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

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

1. The STD/HIV/Hepatitis Program (SHHP), located within the Office of Public Health (OPH), is responsible for coordinating the State's response to the STD/HIV/Hepatitis

C epidemics. The program conducts activities to: 1) provide medical and social services to PLWH and treat persons diagnosed with an STD, 2) prevent new cases of HIV, STD and Hepatitis C infection, and 3) collect data and compile, analyze and distribute information about the progression of the HIV, STD and Hepatitis C epidemics in the State. SHHP receives an annual award from the Ryan White HIV/AIDS Treatment Extension Act of 2009, to address the medical and supportive service needs of low income PLWH. The Ryan White HIV/AIDS Program (RWHAP) is the largest federal program focused exclusively on providing HIV care and treatment services to PLWH.

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

### **3 Goals and Objectives**

The Goal of the Ryan White Part B Services RFP is to improve the health outcomes of low income PLWH in Louisiana. Of those individuals who have utilized assistance from the Louisiana Health Access Program (LA HAP) in procuring and maintaining comprehensive health insurance coverage, a vast majority have also been able to achieve viral suppression. This outcome is in compliance with the goals and objectives established by the National HIV/AIDS Strategy (NHAS) for 2020 at <https://www.hiv.gov/federal-response/national-hiv-aids-strategy/nhas-update>. The Strategy is available in its entirety at <https://www.hiv.gov/federal-response/national-hiv-aids-strategy/nhas-update>. This goal shall be achieved and maintained through several key objectives:

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

2. Ensure that Optional Services funded through this RFP process reduce gaps in services needed by persons living with HIV and do not duplicate efforts or services currently available within the region. All service definitions and standards can be found in the Procurement Library at <http://www.ldh.la.gov/index.cfm/newsroom/category/47>.
1. Ensure that all program participants are assessed for housing stability and are offered services that best match their current needs.
2. Monitor and evaluate programmatic and fiscal performance routinely to ensure that high quality services are being provided in a comprehensive and cost effective manner.
3. Post award, with the confidence that Bundled Services will be available in each of the seven LDH regions, LDH reserves the right to add one or more of the Optional Services to the Bundled Services contract(s) and/or to independent proposers. These awards will be made based on the availability of funding, documented evidence of regional need for particular services, compliance with the Louisiana HIV/AIDS Strategy for Integrated Prevention and Care Services and the capacity of the contractor.

#### **4 Term of Contract**

The term of any contract resulting from this RFP shall begin on or about October 1<sup>st</sup>, 2021, and is anticipated to end on September 30<sup>th</sup>, 2024. LDH shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

#### **5 Definitions**

Agency	Louisiana Department of Health (LDH)
Contractor	May reference any person having a contract, or the selected proposer of this RFP.
CSV File	Comma-Separated Values File

Department or LDH	Louisiana Department of Health
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP
DOA	Division of Administration
FIPS 104-2	Federal Information Processing Standard Publication 140-2
HIP	Health Insurance Program
HIPAA	The Health Insurance Portability and Accountability Act
HITECH	The Health Information Technology for Economic and Clinical Health Act
HIV	Human Immunodeficiency Virus
HRSA	Health Resources and Services Administration
JLCB	Joint Legislative Committee on the Budget
LA HAP	Louisiana Health Access Program
LaPac	Louisiana Procurement and Contract Network
May and Can	The terms “may” and “can” denote an advisory or permissible action
Must	The term “must” denotes mandatory requirements
Original	Denotes must be signed in ink
OSP	Office of State Procurement
OTS	Office of Technology Services
PLWH	Persons Living with HIV
Proposer	A firm or individual who responds to this RFP
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes
RFP	Request for Proposal
SFTP	Secure File Transfer Protocol
SHHP	STD/HIV/Hepatitis Program
Shall and Will	The terms “shall” and “will” denote mandatory requirements
Should	The term “should” denotes a desirable action
State	The State of Louisiana
STD	Sexually Transmitted Disease
XML File	(Extensible Markup Language) data file

## 6 Schedule of Events

<b>Event</b>	<b>Date</b>
RFP advertised in newspapers and posted to LaPac	November 6, 2020
Pre-proposal conference (if applicable) Non-Mandatory	November 20, 2020
Deadline for receipt of written inquiries	December 1, 2020
Deadline to answer written inquiries on or about	December 21, 2020



Deadline for receipt of electronic proposals All proposals shall remain sealed until the date and time listed.	January 6, 2021
Notice of Intent to award announcement, and 14-day protest period begins, on or about	February 26, 2021
Contract execution, on or about	September 1, 2021

**NOTE: The Louisiana Department of Health reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## **7 Electronic Proposal Submittal**

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified. The proposal must be uploaded to <https://stateofla.app.box.com/f/a265697693f34e0f8f55e5e31f5b7893> before the date and time specified in the Schedule of Events. Uploaded submissions are the only acceptable method of delivery. E-mail, fax, mail, and courier delivery shall not be acceptable. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: <https://www.doa.la.gov/osp/PC/agencies/UploadingRFPproposal-viaBoxSubmissionLink.pdf>

## **8 Qualifications for Proposer**

### **8.1 Mandatory Qualifications:**

In order to be considered for award, the Proposer must meet and demonstrate the following mandatory requirements prior to the deadline of receipt of proposals, unless otherwise specified:

1. Have, within the last 24 months implemented a similar type project involving the provision of case management, food voucher, or other social services.
2. Maintain a physical office in the LDH region in which the contractor will provide services, or be able to establish one within the first 30 days of the contract.

## **9 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- An item-by-item response to the Request for Proposals is requested.

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.

### **9.1 Cover Letter**

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

### **9.2 Table of Contents**

The proposal should be organized in the order contained below. A table of contents should be included at the beginning of the document.

### **9.3 Requested Proposal Outline**

- Executive Summary
  - Quality and Timeliness
  - Assume Complete Responsibility
- Company Background and Experience
- Approach and Methodology
  - Administrative Data
  - Work Plan/Project Execution
- Proposed Staff Qualifications
- Veteran and Hudson Initiative Programs Participation
- Additional Information
- Cost Proposal
- Certification Statement
- Outsourcing of Key Internal Control

### **9.4 Executive Summary**

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number. The stipulation is that the proposal is valid for a time period of at

least 180 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms. See Attachment III, Sample Contract (LDH-CF-1). If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment III and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

#### *Quality and Timeliness*

Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected by the proposer. 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.

#### *Assume Complete Responsibility*

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

### **9.5 Company Background and Experience**

The Proposers shall give a brief description of their company including brief history, corporate or organizational structure, number of years in business, and copies of audited financial statements for the past three years.

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 shall have, within the last 24 months implemented a similar type project providing social services.

Proposers should submit at least three letters of support which highlight projects implemented in the last 24 months. One of these letters shall be from a client, one from a current funder of another program, and one shall be up to the discretion of the proposer. Letters of support must also include the name, email address and telephone number of each contact person.

In this section, a statement of the proposer's involvement in current or previous litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

## 9.6 **Approach and Methodology**

Proposals should define the proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in the Scope of Work/Services component (Section 2) of this RFP. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

### *Administrative Data*

- This 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 the Office of Public Health STD/HIV/Hepatitis Program as relates to the scope of this RFP. It should further cite its ability to satisfy the requirements of this RFP.
- This 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 Management and assurance, Professional Practices, Supervision, Distribution of Work, on-site availability including hours of operation and schedules, and Communication Systems.
- This section should include an organizational chart updated in the last calendar year displaying the proposer's overall structure and roles and responsibilities of each person.
- This section should also include the following information:

- Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel;
- Name and address of principal officer(s);
- Name and address for purpose of issuing checks and/or drafts;
- For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;
- If out-of-state proposer, give name and address of local representative; if none, so state;
- If any of the proposer's personnel is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
- If the proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state;
- Proposer's state and federal tax identification numbers; and
- Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurship or explanation if not applicable. (See Attachment I)

*Work Plan/Project Execution*

- The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section 2 (Scope of Work) 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 below. In totality, the proposer's responses should describe a detailed plan to provide Ryan White Part B Support Services to eligible individuals in LDH Regions 3-9.
  1. Organization, Administration, and Staffing
    - 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. Describe the proposer's experience and expertise in providing case management, housing, food vouchers, and other supportive services to specific populations.
    - c. Describe the proposer's philosophical grounding to addressing the social determinants of health, structural racism, and poverty.
    - d. Describe in detail the proposed workflow process between intake, assessment, referral/linkage, and graduation/termination of clients as based on needs.

- e. Describe the levels of service that are provided at various times during the week—for instance, specific services only available on certain days of the week such as Monday – Friday, 8:30 am to 5:00 pm CST, versus the type of support provided during non-business hours, including holiday and weekend hours.
  - f. Describe the ability to hire staff with the necessary experience and skillset to effectively meet the needs of clients.
  - g. Describe the ability to develop and implement an All Hazards Response plan in the event of an emergency.
  - h. Describe what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
2. Monitoring
- a. Describe specific, effective strategies for maximizing program productivity while maintaining a high degree of accuracy in data entry, and invoicing.
  - b. Describe the process to monitor compliance with SHHP standards within the proposing agency, and within the client charts.
  - c. Describe the system to effectively monitor service line items for HRSA, SHHP, and HUD compliance.
3. Quality Improvement
- a. Describe current capacity, plans, and activities to support quality assurance and continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided, surveying clients about their experience(s), documenting the error rate of specific tasks, assessing staff productivity, and collaborating with SHHP to document client health outcomes. Include examples of previous survey and/or other evaluation tools as attachments.
4. Data Security, and Data Use
- a. Describe policies and procedures in place to protect the confidentiality of electronic and physical client records accessed and maintained as part of this project in compliance with LDH rules and guidelines, the HIPAA Security Rule, and the federal HITECH Act of 2009, as well as satisfying industry standards and practices.

## 9.7 Proposed Staff Qualifications

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. This organizational chart must be updated within the last year.

Proposed positions shall include but are not necessarily limited to a Support Services Director or Director of Client Services, Case Managers, Benefit Coordinators, and a Data Management/Analysis Coordinator (with the exception of the Support Services Director and customer services coordinator, positions do not necessarily have to be at 100% FTE). Proposers are required to have one full time employee in the Data Management/Analysis Coordinator role if they plan to serve more than 300 clients. Proposers with fewer than 300 clients are required to have .5 FTE Data Management/Analysis Coordinator.

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.

Key personnel and the percentage of time directly assigned to the project should be identified.

Résumés of all known personnel should be included. Résumés of proposed personnel should include, but not be limited to:

- Experience with proposer, if any
- Previous experience in projects of similar scope and size
- Educational background, certifications, licenses, special skills, etc.

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.

## **9.8 Veteran and Hudson Initiative Programs Participation**

Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) participation will be evaluated as follows:

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

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
  - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
  - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
  - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.
- c. If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.
- d. If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:
  - i. Subcontractor's name;
  - ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
  - iii. A detailed description of the work to be performed; and
  - iv. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

- e. If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).



## 9.9 Additional Information

As an appendix to its proposal proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix must also include a copy of proposer's All Hazards Response Plan.

## 9.10 Cost Proposal

The Proposer shall provide the total cost for providing all services described in the RFP. Historical utilization data is provided in the Procurement Library.

Contracts awarded under this RFP will be on a cost reimbursement basis as opposed to a fee-for-services basis which was the case in prior contracts. The shift was instituted at the recommendation of HRSA, the awarding agency for Ryan White funds. As a result, the Proposer should provide a line-item budget for each proposed service category. These shall include: personnel costs broken down by salary, fringe, percent of effort devoted to the service category and costs proposed; travel, supplies, equipment and other operating expenses (if applicable to the service category) with sufficient details; direct service allocation; and indirect costs.

Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined.

The budget also needs to be broken down by "Administration" and "Direct Service Costs". Explanations of what constitutes "Administration" costs and the budgetary cap for Administration is provided in the cost template attachment, **Attachment VI**. Proposers should be aware that, under the Ryan White Fiscal Monitoring Guideline and the HOPWA Oversight Guide, contractual costs billed against these awards need to be reconciled at the end of each grant year to assure costs were allocated properly. In the guidelines, there are specific requirements for fund recipients on how to document the cost allocation process to assist in the reconciliation process. Proposers are encouraged to review these guidelines when proposing costs under this RFP. Guidelines can be found in the Procurement Library.

**Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment VI) for each service category proposed and each year of the contract. Proposers must complete a cost**

**proposal in the format described above to be considered for award. Failure to complete will result in the disqualification of the proposal.**

#### **9.11 Certification Statement**

The proposer must sign electronically or submit a scanned signature on **Attachment II**.

#### **9.12 Outsourcing of Key Internal Controls**

Not applicable.

### **10 Number of Copies of Proposals**

The State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be attached.

### **11 Technical and Cost Proposals**

The State requests the following:

- One (1) technical proposal in PDF and Microsoft Word formats. The file shall be named: RFP#300015534 Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: RFP#3000015534 Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file shall be named: RFP#3000015534 Redacted Technical Proposal - [Proposer Name].

### **12 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### **13 Confidential Information, Trade Secrets, and Proprietary Information**

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Public Health STD/HIV/Hepatitis Program.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

## **14 Proposal Clarifications Prior to Submittal**

### **14.1 Pre-proposal Conference**

A pre-proposal conference will be held on the date and time listed on the Schedule of Events. Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

The pre-proposal conference will be held via zoom at the following address:

[https://us02web.zoom.us/j/82322959711?](https://us02web.zoom.us/j/82322959711?pwd=a0FEUmdVNVNPREhDMjFqS3daTWdxdz09)

[pwd=a0FEUmdVNVNPREhDMjFqS3daTWdxdz09](https://us02web.zoom.us/j/82322959711?pwd=a0FEUmdVNVNPREhDMjFqS3daTWdxdz09) - Password: 735169

Or Telephone:

Dial:

USA 602 333 0032

Conference code: 922888

Although impromptu questions will be permitted and spontaneous answers provided during the conference, the only official answer or position of the Department in response to written questions will be stated in writing and signed by an authorized agent of the Department. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link: [www.ldh.louisiana.gov](http://www.ldh.louisiana.gov) and at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

## **14.2 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below. All communications relating to this RFP must be directed to the RFP Coordinator. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

**Capucinca Harris-Roberts, RFP Coordinator**

**Louisiana Department of Health**

**Office of Public Health**

**STD/HIV/Hepatitis Program**

**Email: [capucinca.harris-roberts@la.gov](mailto:capucinca.harris-roberts@la.gov)**

LDH will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link: <http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

This information may also be posted at: <http://ldh.la.gov/index.cfm/newsroom/category/47>

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.

Only the RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of LDH. Any communications from any other individuals shall not be binding to LDH.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [www.doa.la.gov/Pages/osp/Index.aspx](http://www.doa.la.gov/Pages/osp/Index.aspx). In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](http://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at: [www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx](http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx).

### **14.3 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes, but may not be limited to, project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

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

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law. Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

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

## **15 Error and Omissions in Proposal**

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

## **16 Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

May also be posted at:

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

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

## **17 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/a265697693f34e0f8f55e5e31f5b7893>

## **18 Waiver of Administrative Informalities**

The Department shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

## **19 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by LDH to award a contract(s) or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject, in whole or part, all proposals submitted in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

## **20 Ownership of Proposal**

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act, LA R.S. 44:1 et seq.

## **21 Cost of Offer Preparation**

The Department shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the Department regardless of the outcome. 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.

The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement.

## **22 Taxes**

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

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports

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

### **23 Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance; Obtained from sources such as financial statements Audited or Unaudited. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; Information primarily obtained from the Technical Proposal.
- Is able to comply with the proposed or required time of delivery or performance schedule; Information primarily obtained from the Technical Proposal.
- Has a satisfactory record of integrity, judgment, and performance; Obtained from references and previous contracts
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations. Information obtained from Proposal and resources such as Sec Of State

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

- Proposal shall 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.

### **24 Use of Subcontractors**

LDH shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This



general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationship and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor, if requested by the State. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

- The subcontractor(s) will provide a written commitment to accept all contract provisions.
- 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.

## **25 Written or Oral Discussions/Presentations**

***Not required for this RFP.***

## **26 Acceptance of Proposal Content**

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 rejected from further consideration.

## **27 Evaluation and Selection**

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

No preliminary conclusions or results will be given out to proposers until the Evaluation Committee has completed the entire evaluation process and the formal announcement of the selected proposer has been made.

## **28 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

***The written invitation to participate in BAFO will not obligate LDH to a commitment to enter into a contract.***

## **29 Contract Award and Execution**

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added and the proposal of the selected Proposer shall become part of any contract initiated by the Department.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in **Attachment III**. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within fourteen (14) days of delivery, LDH may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

## **30 Notice of Intent to Award**

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score. The Department reserves the right to make multiple awards. The Department may also enter into, or determine the following:

- Make an award without presentations by proposers or further discussion of proposals received.
- Enter into a contract without further discussion of the proposal submitted based on the initial offers received.
- Contract for all or a partial list of services offered in the proposal.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement. The Department will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The proposals received (*except for that information appropriately designated as confidential in accordance with* R.S. 44.1 et seq), scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

### **31 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **32 Insurance Requirements for Contractors**

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.

#### **32.1 Contractor's Insurance**

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

be included in the total contract amount. 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.

## **32.2 Minimum Scope and Limits of Insurance**

### **32.2.1 Workers Compensation**

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

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.

### **32.2.2 Commercial General Liability**

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

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.

### **32.2.3 Professional Liability (Errors & Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

### **32.2.4 Automobile Liability**

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

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.

### **32.2.5 Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated

completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **32.3 Deductibles and Self-Insured Retentions**

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

### **32.4 Other Insurance Provisions Insurance Covering Special Hazards**

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

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

#### **32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured with regards to negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as with respect to the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **32.4.2 Workers Compensation and Employers Liability Coverage**

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

#### **32.4.3 All Coverages**

All policies must be endorsed to require 30 days' written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### **32.5 Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

### **32.6 Verification of Coverage**

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

The Certificate Holder shall be listed as follows:

**State of Louisiana  
Office of Public Health STD/HIV/Hepatitis Program, Its Officers,  
Agents, Employees and Volunteers  
1450 Poydras St, Suite 2136  
New Orleans, LA 70112**

## **RYAN WHITE PART B SUPPORTIVE, CORE MEDICAL, AND HOPWA SERVICES**

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

### **32.7 Subcontractors**

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

### **32.8 Workers Compensation Indemnity**

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

## **33 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from Acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.



Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to breach of contract and/or personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act, or failure to act by the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason, or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Unless otherwise specifically enumerated herein, or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

### **34 Payment**

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Ryan White and HOPWA contract invoices are due on the 15<sup>th</sup> day of each month for services provided in the previous month. Payment of invoices shall be subject to approval of the STD/HIV/Hepatitis Director or designee.

Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within **30 calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid to the Contractor.

#### **34.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see **Attachment V** for additional information regarding electronic payment methods and registration.

### **35 Termination**

#### **35.1 Termination of the Contract for Cause**

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

in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

**35.2 Termination of the Contract for Convenience**

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

**35.3 Termination for Non-Appropriation of Funds**

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

**36 Assignment**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

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.

### **37 Right to Audit**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

### **38 Civil Rights Compliance**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

### **39 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the Department and shall, upon request, be returned by the Contractor to the department, at the Contractor's expense, at termination or expiration of the contract.

### **40 Entire Agreement/ Order of Precedence**

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

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### **41 Contract Modifications**

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

#### **42 Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the Department's or Contractor's reasonable control, as the case may be, the Department or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

#### **43 Governing Law**

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

#### **44 Claims or Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

#### **45 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues. 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.

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify

the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

#### **46 Corporate Requirements**

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

1. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
2. 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.

The contractor must provide written assurance to the Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

#### **1.47 Actual and Liquidated Damages**

##### *Actual Damages*

Contractor shall be liable for actual damages, including but not necessarily be limited to, all damages, liabilities, costs, and expenses of every type or description that may be incurred by LDH and/or the State as a result of a Defect, negligence or other Contractor violation, including but not limited to:

1. All amounts for which LDH and/or the State may be liable in an action or claim for damages, whether through a settlement or through a judgment of a court of competent jurisdiction;
2. All fines, money penalties, or disallowances whether civil or criminal, imposed by the U.S. Department of Health and Human Services or by any other federal or state government agency, and all other costs and expenses necessitated by compliance with any order or mandate of such agency;
3. All costs and expenses, legal and otherwise, incurred in connection with items (1) and (2) above, including but not limited to attorneys' fees;
4. All costs and expenses incurred for the provision of remedial or restorative services to individuals whose information was affected by the violation or to other affected parties; and
5. All costs and expenses that LDH and/or the State may be required to incur in order to procure another contractor to complete any work that Contractor performed in a defective manner or failed to complete successfully in accordance with the terms of the contract.

*Liquidated Damages*

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

Requirement	Liquidated Damages
Contractor must fill vacant contractually required positions within sixty (60) calendar days.	A one hundred dollar (\$100) per business day charge to the Contractor may be imposed for each day beyond the 60th calendar day that a contractually required staff position remains vacant.
Contractor must, within the first 60 days of the contract, develop quality assurance measures in conjunction with SHHP staff.	A one hundred dollar (\$100) per business day charge to the Contractor may be imposed for each day beyond the 60th calendar day that the measures remain undeveloped.
Contractor must, within the first 60 days of the contract, create and submit a monitoring plan for this contract.	A one hundred dollar (\$100) per business day charge to the Contractor may be imposed for each day beyond the 60th calendar day that the monitoring plan remains undeveloped.
Contractor must ensure eligibility of all clients receiving services, ensuring that 90% of qualifying clients have a care plan and acuity score completed twice a year.	A fifty dollar (\$50) per client charge to the Contractor may be imposed for each client who do not have bi annual acuity scores and updated care plan updates under the 90% threshold.

- C. Contractor shall ensure that there are no federal, state, or departmental audit findings in which Contractor has been found to have failed to comply with federal, state, or departmental legal requirements, policies, or procedures. The State may assess liquidated damages to the Contractor in an amount not to exceed fifty thousand dollar (\$50,000) per audit.
- D. The State, at its option, may collect any assessed liquidated damages from Contractor by deducting them from its monthly invoice payments or quarterly retainage payments to Contractor.

*Survival of Obligation*

Contractor’s liability for actual or liquidated damages shall survive the termination of the contract.

**SCOPE OF WORK/SERVICES**

**47 Scope of Work/Services**

**48 Scope of Work**

The result of this contract will be to provide low income individuals living with HIV with supportive services which will allow clients to achieve viral suppression.

**2.2 Task and Services**

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

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

**2.3 Deliverables**

*General Requirements*

**Contractor shall:**

- 1. Maintain all relevant and required documents with the Louisiana Secretary of State in order to conduct business in the State of Louisiana.



2. Maintain a physical business location in the State of Louisiana or be able to establish a physical location within 30 days of the beginning of the contract period.

### *Programmatic Requirements*

#### **Contractor shall:**

1. Within 30 days of the contract start date, designate one staff member as the primary programmatic point of contact for SHHP personnel, as well as a back-up staff person for time-sensitive client concerns. Additional staff may be designated by Contractor as the primary contacts for fiscal or client concern matters.
2. Within 30 days of the contract start date, designate one staff member as the primary data management/analytic point of contact for SHHP personnel. This individual must be qualified to lead the Contractor's processes to meet the data requirements of this project and should be qualified to ensure the Contractor's internal data needs related to this project are met. If the Contractor does not have a current staff member qualified to lead the data management/analysis activities related to the project on the contract start date, the Contractor must fill the position within 60 days of the contract start date.
3. Work to reduce gaps in the availability of services, while following four fundamental principles that have significant implications for HIV services: revise care systems to meet emerging needs; ensure access to quality HIV care; coordinate services with other care delivery systems; and evaluate the impact of contracted funds and make needed improvements.
4. Work to improve capacity to meet client expectations through efforts focused on tracking performance data for processes and systems. Establish, in conjunction with SHHP staff, an annual Quality Improvement project and develop an evaluation plan for all funded services within 90 days of the beginning of the contract. Quality Improvement projects include the development and implementation of activities to make changes in response to performance data. Additional information on Quality Improvement projects can be found in the Procurement Library.
5. If an awarded contractor does not have a local office within the designated region, one must be established within 30 calendar days of the contract start date.
6. Adhere to all requirements to provide funded service by familiarizing themselves with all legislative requirements, evaluating client eligibility criteria, maintaining proof of client eligibility and all services provided, adhering to all data reporting requirements, supporting current technology, complying with current HIPAA and

data security standards, participating in required trainings and conducting routine quality assurance/quality improvement activities.

#### *Operations Requirements*

##### **Contractor(s) shall:**

1. Undergo an annual independent financial audit in compliance with state auditing requirements at the end of each year. Such audit is an operational expense and shall not be paid for from contractual funds. The audit report shall be submitted to the Office of Risk Management and SHHP Business Unit for review within 30 days of completion. If any deficiencies are found as a result of the audit, the contractor shall be required to rectify such issues within 30 days. If contractor does not rectify the audit issues within the 30-day time frame, the contract will be subject to termination.
2. Be compliant with all confidentiality requirements imposed by Louisiana law, LDH rules and guidelines, the HIPAA Privacy and Security Rules, the federal HITECH Act of 2009, and other applicable federal laws and regulations. Confidential information shall include not only sensitive health and risk-related information, but also client personal identifiers, potentially identifying information, and any information provided to the Contractor for which confidentiality was assured when the individual or establishment provided the information. Extremely stringent standards of client confidentiality must be maintained. The use of client information for commercial purposes shall be prohibited. Likewise, the Contractor shall not publish any information about program participants, even in the aggregate, without SHHP review and prior written permission.
3. Have staff meet clients where they are—including but not limited to at their residence, a public facility, a clinic or hospital, or elsewhere at the request of the client. Agency staff shall be flexible to accommodate the particular medical and social needs of clients with different backgrounds and in various stages of health and illness. The services delivered shall reflect a philosophy that affirms a client's right to a high quality of life, privacy, confidentiality, self-determination, nondiscrimination, compassionate and non-judgmental care, dignity and respect.

#### *Staffing Requirements/Qualifications*

##### **Contractor shall:**

1. Maintain staffing for all positions essential to this contract. This includes, but is not limited to, the Executive Director, a Case Management Supervisor, a billing and invoicing specialist, and a primary accounts payable coordinator to oversee payments to providers/insurers, and a data management/analysis coordinator (with the exception of the Support Services director, positions do not necessarily have to be at 100% FTE).

2. Have one full time employee in the Data Management/Analysis Coordinator role if they plan to serve more than 300 clients. Proposers with fewer than 300 clients are required to have .5 FTE Data Management/Analysis Coordinator.
3. Offer employment to individuals that have familiarity with accessing and utilizing web-based data systems, and who have at least an intermediate knowledge of Microsoft Word and Excel. The employee's ability to stratify, manipulate and analyze data would be desirable.
4. Provide personnel for this contract who meet the current State and federal licensing requirements that are applicable to their job duties under the contract. All staff shall access continuing education as these opportunities are available and attend all required trainings. The cost of participating in required trainings and opportunities for continuing education must be included in the proposed budget.
  - i. Medical Case Managers must be medical professionals who have access to client level medical information and the skills to understand the implications of that data.
  - ii. Non-Medical Case Managers must have achieved a Bachelor's degree in a human services related field with at least one year of case management experience.
  - iii. Mental health and substance use providers must be licensed in the State of Louisiana.
5. Provide and update an Organizational Chart and the list of Key Personnel throughout the term of this Contract as requested by the Support Services Monitor. All Key Personnel should have an on boarding/training plan, as well as a succession plan in the event of resignation to delineate essential job tasks that will be continued during the replacement hiring process. All staff replacements must have comparable or greater skills to perform the contract activities as were performed by the personnel being replaced.
6. Notify SHHP data and program staff within 24 hours of a termination or resignation of all personnel funded by Ryan White Part B or HOPWA dollars.
7. Fill key positions with a permanent hire within 60 days of resignation or termination. Failing to fill key positions within the timeline will lead to liquidated damages being assessed.
8. Provide salaries for all personnel at a comparable range to the regional salaries for similar positions. Comparability of salaries must be demonstrated during the budget negotiation phase.

9. Have the appropriate staff attend all required meetings and trainings that are initiated by SHHP. Many of these will likely be no-cost conference calls, virtual meetings and webinars; however, contractors/proposers should include the cost of registration and travel for all key staff to attend in-person meetings or trainings that are required by SHHP. A draft list of required trainings and meetings is included in the Procurement Library.
10. Have all staff trained on confidentiality protections annually, but more frequently if issues arise or when there is staff turnover. Staff shall be familiar with the use of basic tools, including consent forms, protocols for securing paper and electronic files, computer access and technology protections, and protocols for sharing protected health information (PHI) with other providers.

### *Record keeping requirements*

#### **1. Requirements**

- A. Contractor must maintain eligibility information and all required data fields for each client who has accessed services. The proposer must have a plan in place to relinquish all client data to SHHP staff at the termination of the contract. Please refer to the Procurement Library for the Minimum Required Ryan White Services Report (RSR) Data Fields.
- B. Staff performing these functions shall maintain time and effort (activity) records that support appropriate charges, including when staff must allocate time among several functions performed, or allocate time between multiple funding sources.

#### **2. System**

The contractor shall have a well-organized recordkeeping system to maintain adequate oversight and control of its cash, property, and other assets. As part of that system, expenditures must always be properly documented, regardless if they are direct or indirect, program or administrative, personnel or non-personnel. Financial and recordkeeping systems shall record in a readily retrievable manner all of the financial (and other) data required for all site visits, cost reconciliation activities and other required reports. While records shall be readily retrievable, procedures also shall control access to records, forms, and assets, and otherwise safeguard them from risk of exposure.

#### **3. Consent Forms**

Consent to share information with other service providers must be given in a specific manner. A general or blanket authorization shall not be appropriate. The

Contractor shall consider carefully what types of information shall be included in such releases. Authorization to discuss medical status shall be inappropriate if it is not relevant to the services being sought. The contractor must ensure that clients fully understand the content and purpose of consent forms. If it is determined that client authorization to share information is needed, then a signed copy of this form shall be placed in the client file.

#### **4. File Maintenance and Protection**

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

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

#### *Reporting Requirements*

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

#### **Contractor shall:**

1. Comply with all SHHP and HRSA reporting requests and requirements within the timeline specified in the request. The current HRSA reports include the (RSR) and ADAP Data Report (ADR), which shall be coordinated with SHHP personnel. If the requested timeline is not feasible, SHHP staff should be notified immediately and an alternate date, mutually agreeable to both parties, should be established.
2. Provide additional monthly and/or quarterly reports as requested that describe various aspects of program activity. Additional reporting requirements shall be identified as state and federal legislation is updated.
3. Document individual transactions for each client in CAREWare in order to satisfy requirements of HRSA, HUD, LDH, OPH and the STD/HIV/Hepatitis Program, such as invoicing, reporting and evaluation. The required information may be

manually entered, or may be imported from another comparable data collection system. This data will include but is not limited to:

1. All units of service delivered on behalf of a client;
  2. Total monthly expenditures;
  3. Dates of all service visits; and
  4. Required client demographic and eligibility information.
4. Utilize the existing monthly quality checks provided by SHHP, and reports within CAREWare to assure that invoices submitted to SHHP are accurate to the best of the agency's ability. Invoices with multiple or repeated errors will be returned without review.
  5. Comply with all SHHP, OPH, LDH, HRSA and HUD reporting requirements.
  6. Coordinate with SHHP staff for technical assistance with CAREWare. However, the Contractor shall maintain or establish independent technical assistance for Information Technology (IT) questions, concerns or system recommendations. The costs associated with this technical assistance may be included in the proposed budget. In addition, the Contractor shall maintain the security and routine maintenance of all equipment purchased by the STD/HIV/Hepatitis Program for use at the local agency.
  7. Maintain a detailed report of all payments forwarded to vendors and any refunds received.
  8. Comply with the Uniform Grant Guidance as it applies to subcontractors of grantees that receive federal resources from the Department of Health and Human Services (DHHS). <https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1-part200.pdf>

### *Monitoring Requirements*

#### **Contractor Shall:**

1. Cooperate with a comprehensive Site Visit on an annual basis in order for LDH to assess and assure compliance with the Programmatic, Operations, Staffing, Record Keeping and Reporting requirements. These site visits will be completed by SHHP staff from the Support Services, Data, and Fiscal departments.
2. Contractors will undergo ongoing remote monitoring on a monthly basis. A full list of the remote and monthly monitoring requirements can be found in the Procurement Library.

### *Quality Improvement and Evaluation Requirements*

#### **Contractor shall:**

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

### *Transition Plan Requirements*

#### **Contractor shall:**

Have a detailed transition plan that will successfully transition contractor activities upon termination of the contract without interrupting services to clients.

### *Security Requirements*

#### **Contractor shall:**

Ensure all personnel comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting to the State any known breach of security no later than seventy-two (72) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at [infosecteam@la.gov](mailto:infosecteam@la.gov).

## **2.4 Technical Requirements**

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

1. The contractor is responsible for procuring and maintaining hardware and software resources the contractor proposes using to successfully perform the services detailed in this RFP. The databases required by SHHP to be used in the operation of a case management and other bundled services within their region will be provided to the

successful proposer by the SHHP, and training will be available for both new and current staff on the appropriate and accurate use of these resources.

2. The contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
3. Unless explicitly stated to the contrary, the contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
4. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
5. 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).
6. Any contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
7. 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.

## 2.5 Project Requirements

The terms and execution of this contract will be monitored by:

Ariel White, Support Services Monitor or designee

Louisiana Department of Health

Office of Public Health STD/HIV/Hepatitis Program

1450 Poydras Street, Suite 2136

New Orleans, LA 70112

All deliverables including reports, requests for information and other items shall be submitted to the Support Services Monitor.

## EVALUATION

### 3.0 Evaluation Criteria and Assigned Weights



Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

<b>Evaluation Criteria</b>	<b>Maximum Score</b>
Company Background and Experience <ul style="list-style-type: none"> <li>• Corporate History and Organizational Structure (10)</li> <li>• Previous experience (9)</li> <li>• Letters of Support (5)</li> <li>• Statement of litigation (1)</li> </ul>	25
Approach and Methodology <ul style="list-style-type: none"> <li>• Administrative Data (5)</li> <li>• Work Plan/ Project Execution (20)               <ul style="list-style-type: none"> <li>○ <i>Organization, Administration and Staffing (5)</i></li> <li>○ <i>Monitoring (5)</i></li> <li>○ <i>Quality Improvement (5)</i></li> <li>○ <i>Data Security and Data Use (5)</i></li> </ul> </li> </ul>	25
Proposed Staff Qualifications <ul style="list-style-type: none"> <li>• Required Positions (5)</li> <li>• Job Descriptions and Time/Effort (6)</li> <li>• Organizational Chart (2)</li> </ul>	13
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> <li>• <i>Up to 10 points available for Hudson-certified proposers;</i></li> <li>• <i>Up to 12 points available for Veteran-certified proposers;</i></li> <li>• <i>If no Veteran-certified proposers, those points are not awarded.</i></li> </ul> <i>See Section 1.9.8 for details</i>	12
Cost	25
<b>TOTAL SCORE</b>	<b>100</b>

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of *Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications* to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

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

### **3.1 Cost Evaluation and Assigned Weights**

The following criteria will be used to evaluate proposals:

- A. Evaluations will be conducted by a Proposal Review Committee.
- B. Evaluations of the financial statements will be conducted by a member of the LDH Office of the Secretary Division of Fiscal Management.
- C. Scoring will be based on a possible total of **100** points and the proposal with the highest total score will be recommended for award.
- D. Cost Evaluation
  - a. The proposer with the lowest total cost for all **3 years** shall receive **25** points. Other proposers shall receive points for cost based upon the following formula:

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

**CCS**= Computed Cost Score (points) for proposer being evaluated

**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 cost evaluator assigned by the issuing program (in this case, the STD/HIV/Hepatitis Program of the Office of Public Health).

## PERFORMANCE STANDARDS

### 4.0 Performance Standards

#### 4.1 Performance Requirements

Reports should be submitted according to the timeframes outlined in the Scope of Work/Services section of this document. The Contractor shall provide access to documentation, records, premises and staff as deemed necessary by SHHP to monitor performance.

#### 4.2 Performance Measurement/Evaluation/Monitoring Plan

##### 4.2.1. Performance Measures/Evaluation

Within the first 60 days of the contract period, the Contractor shall work with SHHP to develop quality assurance measures based on the relevant National Monitoring Standards for Ryan White Part B Grantees, the Scope of Work/Services section of this document, and as otherwise appropriate to ensure timely, accurate payment processing. At a minimum, quarterly conference calls and bi-annual written reports are required to meet this performance standard.

##### 4.2.2 Monitoring Plan

Within the first 60 days of the contract period, the Contractor shall work with SHHP to develop a monitoring tool based on the relevant National Monitoring Standards for

Ryan White Part B Grantees, the Scope of Work/Services section of this document, and as otherwise appropriate to assess the Contractor's fulfillment of the Scope of Work. At a minimum, quarterly conference calls and bi-annual written reports are required to meet this performance standard.

#### **4.2.3 Adequate Staffing**

The contractor must maintain adequate staffing levels as outlined in this RFP and the Louisiana Department of Health Ryan White Support Services Standards. This includes but is not limited to items such as replacing key personnel within 60 days, maintaining enough staff to achieve the 40 clients per case manager standard, and maintaining at least a data and analysis coordinator at .5 FTE for every 300 clients active at the agency.

#### **4.2.3 Compliance with site visit and corrective action plans**

Site visits are required annually and will be conducted by the members of the services and data teams from SHHP. These site visits may generate a Corrective Action Plan that the contractor must comply with and report progress on over the course of the year. Contractors must submit all documentation in a timely manner and attend all calls and meetings related to the implementation of the Corrective Action Plan.

#### **4.2.4 Adequately implementing the program requirements**

Contractors are required to meet all requirements in the Ryan White Part B and HOPWA Services Standards, and Services Definitions. These include but are not limited to ensuring, eligibility of all clients receiving services, ensuring that 80% of qualifying clients have a care plan and acuity score completed twice a year. Failure to meet required standards may lead to the implementation of liquidated damages.

### **49 Veteran and Hudson Initiative Programs Reporting Requirements**

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

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

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.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to

demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:IX.Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE

## **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)

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

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 90 calendar days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or take any other action intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting action. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

**Authorized Signature:**

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**Print Name:**

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**Title:**

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

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

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

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

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

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.

10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of and services which are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

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

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

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

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

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.
22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

33. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
35. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
36. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
37. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
38. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

***SIGNATURES TO FOLLOW ON THE NEXT PAGE***

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



**STATE OF LOUISIANA LOUISIANA  
DEPARTMENT OF HEALTH**

**SIGNATURE** **DATE**  
[Redacted signature line]

**NAME**  
[Redacted name line]

**TITLE**  
[Redacted title line]



**SIGNATURE** **DATE**  
[Redacted signature line]

**NAME**  
[Redacted name line]

**TITLE**  
[Redacted title line]



**SIGNATURE** **DATE**  
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**NAME**  
[Redacted name line]

**TITLE**  
[Redacted title line]

**SIGNATURE** **DATE**  
[Redacted signature line]

**NAME**  
[Redacted name line]

**TITLE**  
[Redacted title line]

Rev. 06/2016

### **HIPAA Business Associate Addendum**

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

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
  - a. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
  - b. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
  - c. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
  - d. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.

5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.

13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.



## **ELECTRONIC VENDOR PAYMENT SOLUTION**

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

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

For all statewide and agency term contracts:

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

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically.

Additional information and an enrollment form is available at:

[DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov)

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

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

Payment Type                      Will Accept                      Already Enrolled

LaCarte                      \_\_\_\_\_                      \_\_\_\_\_

EFT                                      \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual



Office Supplies & Printing	\$ _____	\$ _____
Postage	\$ _____	\$ _____
Telephone/Internet	\$ _____	\$ _____
Insurance - General/Professional Liability	\$ _____	\$ _____
Other (specify)	\$ _____	\$ _____
E. Equipment	\$ _____	\$ _____
F. Direct Service Allocation (Transportation, TBRA, etc.)	\$ _____	\$ _____
	\$ _____	\$ _____
SUB-TOTAL	\$ _____	\$ _____
G. Indirect Cost (Indicate % rate here) _(_____%)	\$ _____	\$ _____
<p><b>Indirect Costs</b> Indicate the methodology used to calculate Indirect Cost. Some indirect costs such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) can be included in the Direct Services column. For RW services, Indirect costs of up to 12% are allowed. For HOPWA services, all administrative costs including an indirect cost cannot exceed 7% of the total budget (both Direct and Administrative) for that service category.</p>		
TOTAL	\$ _____	\$ _____
Total of both Administration and Direct Services Budgets	\$ _____	

<sup>1</sup>Refer to PPM49 at <https://www.doa.la.gov/pages/osp/travel/TravelPolicy.aspx> to determine mileage rate.

**The Ryan White Part B sub recipient Administration costs include:**

- (A) Usual and recognized overhead activities, including established indirect rates for agencies;
- (B) management oversight (administration and monitoring); and
- (C) quality assurance, quality control, and related activities.

Please note:

- A portion of rent and supervisory salaries, medical billing and other costs can be allocated to direct services according to the amount used for direct RWHAP client service.
- Security costs necessary to ensure the safe and effective delivery of core medical or support services can be allocated to the appropriate direct service category (example: security that may be necessary to accompany home health staff when making home visits)
- The portion of direct depreciation or use allowance costs for space primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) can be allocated to the appropriate direct service category.
- The portion of malpractice insurance for all licensed practitioners related to RWHAP clinical care may be charged as direct to the relevant service category.

- The costs of client level data entry in the relevant electronic health record directly related to the individual's ongoing care and treatment are allocable to the relevant core medical or support service.

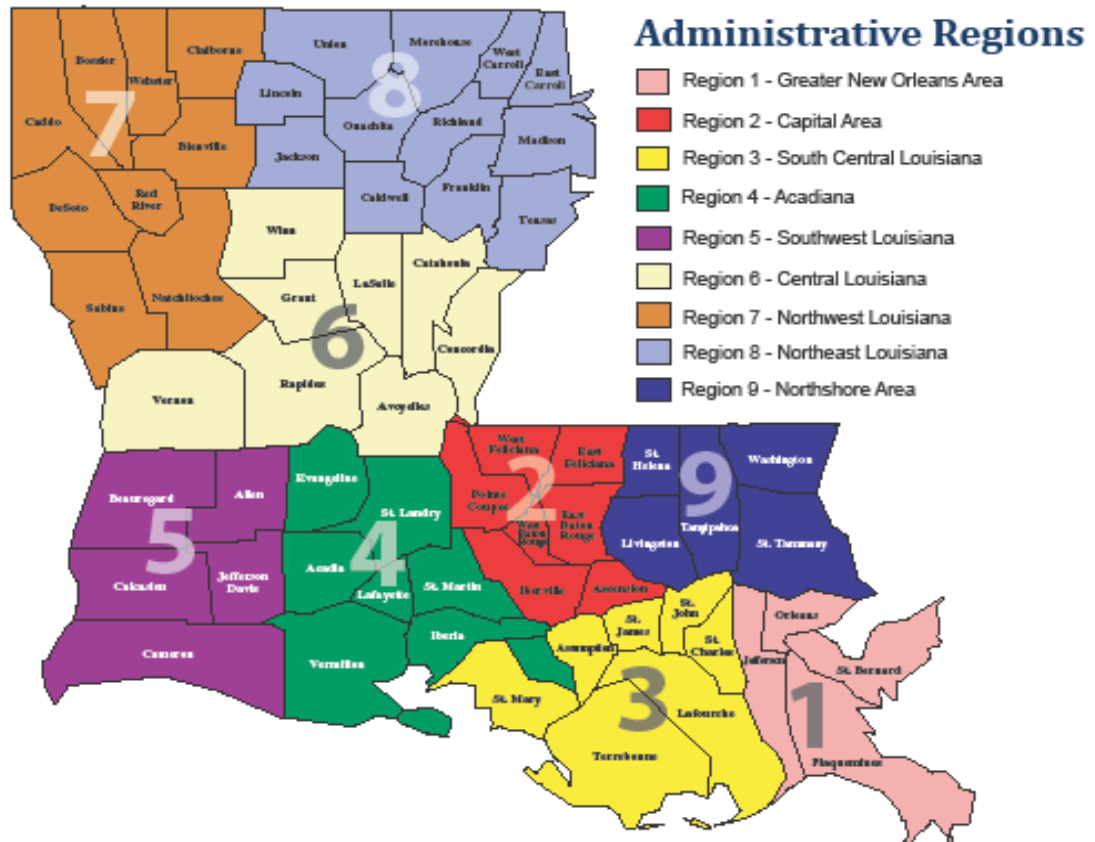
**Similarly HOPWA Administration costs are defined as:**

The HOPWA program regulations define eligible administrative costs as "costs for general management, oversight, coordination, evaluation, and reporting on eligible activities.

Regional Map



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) 282-1231  
 FAX: (337) 282-1232

**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 13316  
 Alexandria, LA 71315-3316  
 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