

# Request For Proposal



## **Solicitation No.: 20008-2023-19 Public Ryan White HIV/AIDS Program**

### **2023 Public Ryan White HIV/AIDS Program Part A & Minority AIDS Initiative For the Public**

**Proposal Opening Date: October 13, 2023 at 2:00 PM CST**

**City of Baton Rouge/Parish of East Baton Rouge  
Division of Human Development and Services  
Ryan White Program**

#### NOTE TO APPLICANTS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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# REQUEST FOR PROPOSAL

for

## 2023 Public Ryan White HIV/AIDS Program Part A & Minority AIDS Initiative For the Public

### PART I. ADMINISTRATIVE AND GENERAL INFORMATION

#### *Program Authority*

This funding opportunity announcement contains instructions for completing a comprehensive application response which details how agencies intend to support and further develop and/or expand systems of care and treatment to meet the needs of Persons Living with HIV (PLWH) within the Baton Rouge Transitional Grant Area (TGA), to link persons living with HIV to systems of care and treatment and to strengthen strategies to reach minority and vulnerable populations.

Funding under Ryan White Parts A and Minority AIDS Initiative are through the Ryan White HIV Emergency Relief Grant administered and provided by the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB), Division of Metropolitan HIV/AIDS Programs. Funding for this program originates from Title XXVI of the Public Health Service Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (RWTA). These funds have been locally awarded to the City of Baton Rouge and the Parish of East Baton Rouge. The area served by this grant encompasses a nine parish area of southeastern Louisiana.

Ryan White HIV Emergency Relief Grant (Part A and Minority AIDS Initiative), and Ending the HIV Epidemic funds are administered locally through the City – Parish Department of Human Development and Services (DHDS).

Applicants under this funding announcement **MUST** use these funds to support and further develop and/or expand systems of care to meet the needs of persons living with HIV/AIDS (PLWH)

#### **1.1 Background**

One Ryan White Request for Proposal (RFP) is being released that contains funding requirements for the Ryan White Part A program, the Ryan White Minority AIDS Initiative (MAI) program, and the Ryan White Ending the HIV Epidemic Program. This RFP identifies eligible program activities, identifies priority program activities, provides guidance in developing and submitting an application, and informs applicants of key dates.

In January 2018, Mayor Sharon Weston Broome signed the Paris Declaration committing the City of Baton Rouge to become a Fast Track City. The Fast -Track Cities Initiative is a global partnership between UNAIDS, the United Nations Human Settlements Programme (UN-Habitat), and the International Association of Providers of AIDS Care (IAPAC). By joining other Fast Track Cities throughout the world, the City of Baton Rouge is committed to ending the HIV epidemic by 2030; putting people at the center of everything we do; address the causes of risk, vulnerability and transmission; use our HIV response for positive social transformation; build and accelerate an appropriate response to local needs; mobilize resources for integrated public health and development; and unite as leaders.

As such, the City-Parish is seeking applicants who are uniquely positioned to assist the City-Parish in addressing the Fast Track Cities Initiative's 90-90-90 targets to end the HIV epidemic by 2030: 90% of all people living with HIV knowing their HIV status; 90% of all people living who know their HIV-positive status receiving sustained Anti-Retroviral Therapy (ART); and 90% of people living with HIV on ART medications with suppressed viral loads. In addition, to achieve the targets among minorities disproportionately impacted by HIV, the City-Parish seeks to engage agencies that can identify innovative approaches to increase access to care for minorities with MAI funds. Considering that the TGA client base exceeds 85% African American PLWH, it should be noted that MAI resources are not intended to merely provide additional funding. MAI funds should be utilized to increase access and linkage to care for minority clients. The City-Parish reserves the right to fund eligible qualified applicants through either source of funds depending on availability of resources and need.

### **1.1.1 Purpose**

Ryan White Part A funds provide direct financial assistance to an eligible metropolitan area (EMA) or a transitional grant area (TGA) that has been severely affected by the HIV epidemic. These funds are used to develop or enhance access to a comprehensive continuum of high quality care for low-income individuals living with HIV through the provision of formula, supplemental, and Minority AIDS Initiative funds. See Ryan White HIV/AIDS Program Part A Manual at <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/resources/manual-part.pdf>

The comprehensive continuum of care to be funded through this RFP is expected to include eight (8) core medical services and eight (8) support services that facilitate PLWH's ability to access and remain in primary medical care and achieve viral suppression. All services **MUST** be consistent with Public Health Service (PHS) Treatment Guidelines and all other applicable professional regulations and licensure requirements. See <https://hivinfo.nih.gov/hiv-source/medical-practice-guidelines/hiv-treatment-guidelines> for PHS treatment guidelines.

With this RFP the City of Baton Rouge seeks to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified Applicants who are interested in providing HIV core medical and support services for the Ryan White Part A Program, the Ryan White Minority AIDS Initiative (MAI), and Ryan White Ending the HIV Epidemic (EHE) in the Baton Rouge Transitional Grant Area (TGA). The City of Baton Rouge is under no legal obligation to execute a contract on the basis of proposals received as a result of this request.

The purpose of the Ryan White Part A/MAI program *"is to improve HIV-related health outcomes to reduce existing racial and ethnic health disparities."* As such, MAI funds provide direct financial assistance to Part A Recipients to develop or enhance access to high quality community-based HIV/AIDS care services and improve health outcomes for low-income minority individuals and families. For purposes of this Grant, "minority" is defined as an individual who self-identifies as a member of one of the racial/ethnic communities listed in Section 2693(a) of the PHS Act, including African Americans, Alaska Natives, Latinos, American Indians, Asian Americans, Native Hawaiians, and Pacific Islanders, or as "more-than one-race." HRSA is committed to ensuring access to quality health care for all. Quality care means access to services, information, and materials delivered by competent providers in a manner that considers the language needs, cultural richness, and diversity of populations being served. Quality also means that, where appropriate, data collection instruments adhere to culturally competent and linguistically appropriate norms. HRSA defines cultural and linguistic competence as *"a set of congruent behaviors, attitudes, and policies that come together in a system or agency or among professionals and enable that system, agency, or those professionals to work effectively in cross-cultural and linguistically diverse situations."*

Racial and ethnic minorities often enter HIV care late and or present with co-morbid conditions that complicate the provision of care. Models of service delivery designed to help minorities access and remain in primary care are given funding preference as part of the MAI program, especially innovative programs designed to create health equity among these special populations. It is the desire of the City Parish to improve the HIV-related health outcomes of racial and ethnic minorities in the TGA. While the majority of clients in the Baton Rouge TGA are racial and ethnic minorities, these funds will be geared toward specific service models that address barriers and provide culturally appropriate creative approaches to attract minorities and facilitate entry into care at an earlier stage of HIV disease.

The Baton Rouge TGA is comprised of a nine parish area in Southeastern Louisiana that includes a mix of urban and rural areas. The nine parishes are: Ascension, East Baton Rouge, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, West Baton Rouge and West Feliciana. According to the City's most recent needs assessment nearly eighty-nine percent (89.4%) of the HIV/AIDS cases in the TGA are located in East Baton Rouge. Eighty-two percent (82%) of the HIV/AIDS cases are African-American and the out of care rate is nearly nineteen percent (19%). The City is interested in proposals that demonstrate the ability to provide core medical and supportive services, retain clients in care, expand the continuum of care to meet identified care and treatment needs of those living with HIV/AIDS, and help clients reach viral load suppression. Special emphasis is placed on innovative services that rapidly link newly diagnosed or out of care PLWH to care and medications.

### **Key Program Changes**

This section outlines some changes that affect the Baton Rouge's Ryan White Treatment Extension Act Part A program. The legislation previously known as the Ryan White CARE Act was amended in 2006 and extended in 2009 and renamed the Ryan White HIV/AIDS Treatment Extension Act of 2009 (RWTA). The RWTA legislation can be obtained at <http://hab.hrsa.gov/abouthab/legislation.html>. RWTA made a number of changes regarding allowable service categories and their definitions. The current definitions for each service category that may be funded through this RFP are listed under the respective service category in this guidance. Please read the following definitions closely.

### Unobligated/Unliquidated Funds

RWTA includes guidelines and requirements about the consequences of unspent Ryan White funds. These changes limit a TGA's ability to carryover unobligated and unliquidated funds and stipulate that some of the unspent funds will result in reductions in future awards. To avoid the loss of any Ryan White funds in the Baton Rouge TGA, the City-Parish will closely monitor all Ryan White spending and institute relinquishment procedures.

### HIV Testing Recommendations in Health Care Settings

In the September 22, 2006 Morbidity and Mortality Weekly Report [MMWR 2007/55(RR14); 1-17] the Centers for Disease Control and Prevention released its revised recommendations for human immunodeficiency virus (HIV) testing entitled "Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings". For a complete copy of the recommendations please go to: <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5514a1.htm>. These recommendations are intended for all health-care providers in the public and private sectors, including those working in hospital emergency departments, urgent care clinics, inpatient services, substance abuse treatment clinics, public health clinics, community clinics, correctional health-care facilities, and primary care settings. The objectives of these recommendations are to increase HIV screening of patients, including pregnant women, in health-care settings; foster earlier detection of HIV infection; identify and counsel persons with unrecognized HIV infection and link them to clinical and prevention services; and further reduce perinatal transmission of HIV in the United States.

## Major revisions from previously published guidelines are as follows:

### For patients in all health-care settings

- HIV screening is recommended for patients in all health-care settings after the patient is notified that testing will be performed unless the patient declines (opt-out screening).
- Persons at high risk for HIV infection should be screened for HIV at least annually.
- Separate written consent for HIV testing should not be required; general consent for medical care should be considered sufficient to encompass consent for HIV testing.
- Prevention counseling should not be required with HIV diagnostic testing or as part of HIV screening programs in health-care settings.

### For pregnant women

- HIV screening should be included in the routine panel of prenatal screening tests for all pregnant women.
- HIV screening is recommended after the patient is notified that testing will be performed unless the patient declines (opt-out screening).
- Separate written consent for HIV testing should not be required; general consent for medical care should be considered sufficient to encompass consent for HIV testing.
- Repeat screening in the third trimester is recommended in certain jurisdictions with elevated rates of HIV infection among pregnant women.

As clinical sites begin to incorporate these recommendations it is anticipated the number of people who seek HIV care services, including RWTA Part A services, will increase.

### Eligibility Requirements for Applicants

Funds are available to public and private not-for-profit organizations located within the TGA. Private for-profit entities may apply for these funds if they can document they are the only available providers of quality HIV services for a specific service category in the geographic area they intend to serve. Eligible recipients include hospitals, community-based organizations, hospices, ambulatory care facilities, community health centers, migrant health centers, homeless health centers, substance abuse treatment, and mental health programs (42USC 300ff-14(b)(2)).

Applicants **MUST** have at least one-year experience in providing direct services within each category for which they apply. It is not required that the requisite experience is HIV/AIDS-specific. However, applicants lacking HIV/AIDS experience **MUST** demonstrate the ability to transition into this field of service and provide care (medical or non-medical) to PLWH. Potential providers within the City of Baton Rouge are encouraged to establish linkages with other Ryan White and non-Ryan HIV/AIDS providers as well as other health and social service providers, including those located outside of the parish of East Baton Rouge. These linkages should be documented through formal memoranda of agreement.

**Baton Rouge Part A Program Policy on Transfer of Part A Sub-recipient Contract to Another Non-Profit Agency or Provider** – The Baton Rouge Part A Program prohibits the transfer of all or part of a sub-recipient's contract, or contractual duties and responsibilities without the consent of the Part A Program.



**Minimum Number of Part A Eligible Clients Necessary to Participate as a Provider of Core Medical Services in the Baton Rouge Part A Service Area** – All outpatient ambulatory core medical services sub-recipient agencies **MUST** provide care to a minimum of 300 clients that are Ryan White eligible. The agency **MUST** be able to provide documentation that the clients are certified as low income. Low income is defined as having income levels below 500% of the Federal Poverty Level. If Applicant is awarded funding, the applicant **SHALL** submit a list of applicant’s clients who are Ryan White eligible April 15, 2024. The City-Parish DHDS reserves the right to defund the applicant if list of eligible clients is not submitted by the established deadline.

**Requirement to Follow Medicare Rules and Requirements** - Federal Law prohibits the provision of a quid pro quo (something for something) between an agency receiving Part A and Ending the HIV Epidemic funds and other providers of services. Clients that have health insurance paid for with State of Louisiana Part B/ADAP funds have portability and may not be required to obtain clinical care, services or medications from one specific provider (unless the Part B/ADAP Program creates the restriction). Clients with Medicare, Medicaid and Medicare Part D insurance coverage are also prohibited from being subjected to a quid pro quo under the Stark III regulations that prohibit pay for referral and self-referral. In addition, all federal anti-kickback regulations apply to the use of Ryan White Part A funds.

**Good standing with the State of Louisiana** – In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies **MUST** be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

**Pre-Proposal Meeting**

A **mandatory** pre-proposal meeting has been scheduled for this RFP. The purpose of the mandatory pre-proposal meeting is to provide an overview of this RFP, describe the application review process, and answer questions. Organizations planning to apply for funding are required to participate in the mandatory pre-proposal meeting either in person, or virtually via Webex.

**Day and Time: September 7, 2023 at 10:00 AM C.S.T.**

**Location: Division of Human Development and Services  
4523 Plank Road, Room 4  
Baton Rouge, LA 70805**

To receive the access link to attend the pre-proposal meeting virtually via Webex, an email requesting the link must be sent to [20008-2023-19PublicRyanWhite@brla.gov](mailto:20008-2023-19PublicRyanWhite@brla.gov).

**Intent to Apply**

All potential applicants **MUST** submit an intent to apply to Lori Honore, Quality Assurance Manager, by 5:00 pm CST Thursday, September 14, 2023, via email at [lhonore@brla.gov](mailto:lhonore@brla.gov).

**Funding**

Awards will begin on or about March 15, 2024, and will be made for a 12-month period. Up to three additional 12-month renewal awards may be made based upon the availability of funds and acceptable contract performance. If awarded through the renewal process, sub-recipients will be required to provide end-of-the year program and budget reports.

Funds may not be used to make payments to recipients of services. Funds may not be used to make payment for any item or service if payment has already been made or can reasonably expected to be made under any State compensation program, any insurance policy or any Federal or State health benefits program or by an entity that provides health services on a pre-paid basis (42USC 300ff15(a)(6)). Funds may not be used to supplement third-party reimbursement. Funds may not be used to purchase or improve land or to purchase, construct or make permanent improvement to any building.

### Eligible Ryan White Part A Program Activities and Priorities

Only service categories recommended through the Baton Rouge Ryan White Part A Program and the Baton Rouge TGA's HIV/AIDS Services Advisory Council 2022 priority setting process will be funded through this RFP. Definitions and allowable activities for each service category are included in this RFP.

**TABLE A. Service Categories Considered for Part A Funding**

	<b>Eligible Baton Rouge TGA Part A Service Categories</b>
<b>Core Services</b>	
1	Ambulatory/Outpatient Medical Care
2	AIDS Pharmaceutical Assistance (Local)
3	Oral Health
4	Medical Case Management
5	Early Intervention Services
6	Mental Health Services
7	Substance Abuse Services: Outpatient
8	Health Insurance Premium & Cost Sharing Assistance
<b>Support Services</b>	
9	Non-Medical Case Management (non-clinical providers only)
10	Other Professional Services (Legal Services)
11	Medical Transportation
12	Psychosocial Support Services
13	Emergency Financial Assistance
14	Housing Assistance
15	Linguistic Services

### Eligible Minority AIDS Initiative (MAI) Service Categories

The goal of MAI, like the Ryan White Part A Program, is viral load suppression. The MAI program, at the heart of its mission, is to address health disparities and health inequities among minority communities. MAI funds are to be used to deliver services designed to address the unique barriers and challenges faced by hard to reach, disproportionately impacted minorities within the Baton Rouge TGA. The services have to be consistent with the epidemiologic data, needs of the community, and be culturally appropriate (additional information on culturally appropriate service delivery is discussed later in this funding announcement). This requires the use of population-tailored, innovative approaches or interventions that differ from usual service methodologies and that specifically address the unique needs of targeted sub-groups. To this end, MAI is in concert with the national goals to End the HIV Epidemic by reducing HIV-related disparities and health inequities which includes:

- Reducing HIV-related mortality in communities at high risk for HIV infection.
- Adopting community-level approaches to reduce HIV infection in high risk communities.
- Reducing stigma and discrimination against PLWH.

The Baton Rouge Ryan White Part A Program seeks to accomplish national goals by focusing MAI funding on initiatives specific to:

- Innovative service models designed to address the service needs, gaps and barriers of the minority community in access and maintenance in HIV medical care.
- Eliminating the health disparities and health inequities in access and information regarding HIV disease and self- management of HIV disease.
- Improving health outcomes of minorities living with HIV in the Baton Rouge TGA.

MAI programs should identify the minority populations they propose to target based on epidemiological data (e.g., age, race, prevalence, gender) for the Baton Rouge TGA and the specific sub-groups. Examples may include, but are not limited to: young African-American and Latino MSM; African American women; African American substance users; recently incarcerated African-American and Latino men; and African-American and Latino youth.

Potential MAI bidders should consider methods of engaging the target population in the design and service delivery of their programs. This will aid in the creation of culturally appropriate and effective services to engage minorities. DHDS wishes to use these activities as part of its strategy to link newly diagnosed individuals in care and to help reduce the rate of unmet need (individuals who know their status and have not been in care for the last 12 months or longer). Ryan White Part A and B Recipients are required to develop strategies to address these populations as part of the Early Identification of Individuals with HIV AIDS (EIHA) strategy in accordance with the new legislative requirements.

**RYAN WHITE 2023 MINORITY AIDS INITIATIVE CATEGORIES**

Ryan White Part A MAI funding is used to develop innovative service models to improve HIV-related health outcomes to reduce existing racial and ethnic health disparities affecting minority populations disproportionately impacted by the HIV/AIDS epidemic. Service models funded under this initiative may be under the following service categories and **MUST** be culturally appropriate to the intended target population.

**NOTE: Only applicants who are awarded Ryan White Part A funds will be eligible to become a MAI contractor.** To receive MAI funds applicant **MUST** also be awarded Part A funds.

<b>Eligible Baton Rouge TGA MAI Service Categories</b>	
<b>Core Services</b>	
1	Early Intervention Services
2	Medical Case Management
<b>Support Services</b>	
3	Medical Transportation
4	Housing
5	Outreach

**The Baton Rouge Transitional Grant Area consists of nine parishes in the Baton Rouge Metropolitan Area:** East Baton Rouge, West Baton Rouge, Pointe Coupee, Iberville, Ascension, West Feliciana, East Feliciana, Livingston, and St. Helena. A comprehensive HIV/AIDS continuum of care includes core medical services as well as supportive services.

Within this continuum of care MAI models are to work in conjunction with other Ryan White and non-Ryan White programs. In addition to being culturally appropriate for the target populations, programs should describe how the program design connects racial and ethnic minorities to primary medical care.

## **MAI Service Models**

The use of peers as paid staff (part-time or full-time) to reach others living with HIV/AIDS is one strategy embraced by HRSA and one that the Ryan White Program will continue to utilize with Part A and MAI funds in the TGA. Peers for the purpose of this funding announcement are defined as individuals living with HIV possessing knowledge, experiences and cultural competencies that enable them to relate to the target population(s) of others living with HIV/AIDS.

Peers in this role are also known as Community Health workers. They are expected to help increase access to care for the populations of those living with HIV. This model of health care delivery is currently used nation-wide, especially to address the needs of individuals impacted by other diseases such as diabetes, heart disease and some forms of cancer. Documented impacts of community health worker/peers have included: earlier/increased entry into care, more preventive and early care, closer connection to care to ensure individuals make and keep appointments, improved client self-management of disease, improved health outcomes, and reduced health care costs. Based on these findings, outcome evaluation is an important aspect of this project with a goal of measuring the programs' impact in the Baton Rouge TGA. Evaluation of success will be measured through data collected regarding those re-entering primary care, those new to care and creative partnerships formed with key points of entry. Key points of entry are defined as those places where HIV testing is occurring within the TGA.

The entities that are considered key points of entry are defined in the Ryan White Legislation to include the following: public health departments, emergency rooms, substance abuse and mental health treatment programs, detoxification centers, detention facilities, sexually transmitted diseases clinics, homeless shelters, HIV disease counseling and testing sites, health care points of entry specified by the TGA, federally qualified health centers, Ryan White Part C and D providers. These sites constitute points of access to services and thus referral relationships to facilitate entry into care for individuals testing positive and becoming aware of their HIV status. The DHDS, as the administrative agent, has the right to designate additional points of entry based on needs assessment data. If this occurs, successful bidders will be notified and asked of their ability to cover these additional points of entry as part of their scope of work and implementation plan.

Typical staff roles for HIV peer community health workers include: outreach, health educators (education about living with HIV and the system of care), intake support, care system navigators, provider/points of entry relationship building, coaching/mentoring, adherence counseling, follow up/bring individuals back into care. All or some of these roles may be incorporated into the peer model, but **MUST** be incorporated into care system navigation activities that link individuals into primary medical care and/or case management. These efforts should target the newly diagnosed in an effort to reduce the numbers of individuals late to care and those out of care (individuals unaware of their HIV status and those who are aware of their HIV status and not in primary care). Those who are not in primary care have an unmet need for medical care. Unmet need is specifically defined as those who are aware of their HIV status but are not in medical care within the past 12 month period as evidenced by either a CD4 or viral load test or the provision of anti-retroviral therapy.

HIV peer staff **MUST** carry out activities designed to identify and build trust with PLWH who may distrust the system of care. This **MUST** be accomplished through the provision of information about available services, information on living with HIV disease, discussion of the benefits of entering and remaining in care, guidance on how to enter care and how to obtain needed services, and assistance navigating the system of care.

For those programs providing Early Intervention Services (EIS) and outreach services the activities described **MUST not** resemble **HIV prevention/outreach activities** as defined and funded by the U.S. Centers for Disease Control and Prevention. They **MUST also not** be used for **broad based community level prevention intervention activities**. Activities **MUST** be targeted and demonstrate maximum level of impact.

### **Funding Requirements and Priorities**

**All Ryan White Part A and MAI clients MUST have a care plan to be linked to or receive ambulatory/outpatient medical care. All applicants MUST describe how they will ensure and document this requirement.**

Applicants **MUST** describe how they ensure the care they provide is consistent with the most current HHS HIV/AIDS guidelines (formerly called Public Health Service (PHS) standards of care and treatment guidelines) and all other applicable professional standards. For more information about the most recent HHS HIV/AIDS guidelines visit: <https://hivinfo.nih.gov/hiv-source/medical-practice-guidelines/hiv-treatment-guidelines>.

### **HIV Care Continuum**

Greater emphasis has been placed on the HIV Care Continuum. Applicants are expected to include a graph illustrating their Baton Rouge TGA clients' progress along the HIV Care Continuum. Identifying people living with HIV and linking them to HIV primary care with initiation and long-term maintenance of life-saving antiretroviral treatment (ART) are important public health steps toward the elimination of HIV in the United States. The continuum of interventions that begins with outreach and testing and concludes with HIV viral load suppression is generally referred to as the HIV Care Continuum or the HIV Treatment Cascade. The HIV Care Continuum includes the diagnosis of HIV, linkage to HIV medical care, lifelong retention in HIV medical care, appropriate prescription of ART, and ultimately HIV viral load suppression. It shows the proportion of individuals living with HIV or individuals diagnosed with HIV who are engaged at each stage. The HIV Care Continuum allows recipients and planning groups to measure progress and to direct HIV resources most effectively.

The difficult challenge of executing these lifesaving steps is demonstrated by the data from the CDC, which estimate that only 75% percent of individuals living with HIV in the United States have complete HIV viral suppression. Data from the 2022 Ryan White Service Report (RSR) indicate that there are better outcomes in Ryan White HIV/AIDS Program (RWHAP) funded agencies with approximately 87% percent of individuals who receive RHWAP-funded HIV primary care being virally suppressed. Such findings underscore the importance of supporting effective interventions for linking HIV-positive individuals into care, retaining them in care, and helping them adhere to their combination antiretroviral regimens.

Efforts **MUST** be directed towards improving outcomes at every step of the HIV Care Continuum, from testing to diagnosis, linkage and engagement in care, treatment, and ultimately, viral suppression. Key to this effort will be the identification and re-engagement of people who have been lost to care. Further, the City of Baton Rouge and Parish of East Baton Rouge recognizes the importance of developing models of competent care to getting people living with HIV into care early after infection, optimizing the continuum of care and making access to lifesaving antiretroviral therapy a right, eliminating stigma and discrimination to diminish barriers to HIV prevention, testing and care.

Applicants **MUST** also describe how they ensure that the services they provide are aligned with the national goals to End the HIV Epidemic. The activities funded by the Ryan White Program focus on addressing these four goals: 1) reducing new HIV infections, 2) increasing access to care and improve health outcomes for people living with HIV, 3) reducing HIV-related health disparities and health inequities, and 4) achieving a more coordinated national response to the HIV epidemic.

## **Affordable Care Act**

As part of the Affordable Care Act, the health care law enacted in 2010, several significant changes have been made in the health insurance market that expand options for health care coverage, including those options for people living with HIV/AIDS. The Affordable Care Act created new state-based health care coverage market places, also known as exchanges, and a federally-facilitated health care coverage marketplace to offer millions of Americans access to affordable health insurance coverage. Under the Affordable Care Act individuals with incomes between 100 to 400 percent of the Federal Poverty Level (FPL) may be eligible to receive advance payments of premium tax credits and/or cost-sharing reductions to help pay for the cost of enrolling in qualified health insurance plans and for coverage of essential health benefits. On July 1, 2016, the State of Louisiana expanded Medicaid to individuals who are age 19-64 with gross income less than 138% of the FPL and who are not eligible for or enrolled in Medicare, providing new coverage options for many individuals who were previously ineligible for Medicaid. In addition, the law requires health plans to cover certain recommended preventative services without cost-sharing, making health care more affordable and accessible for Americans. These health care coverage options may be reviewed at <https://www.hhs.gov/healthcare/about-the-aca/index.html>.

Outreach efforts are necessary to ensure families and communities understand these new health care coverage options and to provide eligible individuals assistance to secure and retain coverage. HRSA/HAB recognizes that outreach to and enrollment of Ryan White HIV/AIDS Program clients into expanded health insurance coverage is critical. Applicants should assure that individual clients are enrolled in any appropriate health care coverage whenever possible or applicable, and informed about the financial or coverage consequences if they choose not to enroll. For more information on the marketplaces and health care law, visit <http://www.healthcare.gov>.

## **Program and Fiscal Monitoring Standards**

Applicants **MUST** comply with all applicable federal, state, and local laws, rules and regulations. Applicants **MUST** comply with all DHDS implemented guidelines, Quality Management initiatives, Service Standards, Outcome Measures, Clinical Chart Review activities and Data Collection efforts. DHDS and/or their designees will conduct site visits to insure compliance of all the above. Applicants may contact the DHDS Ryan White Program at [ryanwhiteprogram@brra.gov](mailto:ryanwhiteprogram@brra.gov) to obtain a copy of the Service Standards.

Applicants **MUST** comply with the **HRSA Ryan White National Part A Programmatic, Fiscal and Universal Monitoring Standards applicable to Sub-recipients and Subcontractors as implemented by DHDS Ryan White Grant Administration. The Ryan White National Monitoring Standards detail the minimum acceptable standards Applicants MUST comply with, if funded. Applicants MUST note that local Service Standards, guidelines, Outcome Measures, contract requirements and other requirements can and often do exceed those required by the HRSA Ryan White National Monitoring Standards. Applicants MUST comply with both the National and Local requirements. The HRSA Ryan White National Part A standards may be accessed at <http://hab.hrsa.gov/manageyourgrant/Recipientbasics.html>.**

### **Unallowable Expenditures**

Ryan White Funds, including Program Income generated under Ryan White contracts, may not be used for the following purposes:

- Purchase or improve land, or to purchase, construct or permanently improve any building or other facility
- Make any cash payment to a service recipient
- Purchase vehicles
- Underwrite or support any Non-targeted promotion, broad-scope awareness activity or for advertising about HIV services that target the general public
- Provide or support Outreach activities that have HIV prevention as their exclusive purpose
- Support HIV programs that promote drug use and sexual activity
- Vocational or employment readiness services to support employment
- Influence or attempt to influence members of Congress, the Louisiana Legislature and/or other Local, State or Federal personnel
- Support Lobbying activities
- Travel outside of the TGA (unless prior approval obtained)
- International travel
- Any program of distributing sterile needles or syringes for injection of an illegal drug
- Purchase clothing, property taxes, household appliances, pet food, and off-premise social recreational activities.
- Pay for funeral, burial, cremation, or related expenses
- Pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP)
- **Make any other expense defined as an “unallowable cost” under Public Health Services grant policy (e.g. bad debts)**

### **Data Collection and Reporting**

All Part A providers **MUST** be able to track and report unduplicated client-level demographic, medical and other service data. HRSA has a software program, CAREWare, which is free and comes with technical assistance. All Part A providers will be required to use CAREWare or a system that is compatible with CAREWare to collect and report client level data. You can obtain more information about CAREWare and download a copy of the program at the following website: <https://hab.hrsa.gov/program-grants-management/careware>. All providers will be required to complete HRSA’s Annual Ryan White Services Report (RSR), which captures information necessary to demonstrate program performance and accountability, and any other HRSA reports that may be required. All providers will be required to submit client-level data for Calendar Year 2024 and to collaborate with and share clinical information as part of a coordinated case management system. Data **MUST** be submitted to the DHDS in accordance with the requirements and timelines contained within the conditions of award. Refer to the HIV/AIDS Program Client Level Data website at: <https://ryanwhite.hrsa.gov/grants/manage/careware> for additional information.

### **Data Sharing Project**

The BRTGA is engaged in a collaborative effort between five Ryan White Recipients in Louisiana to improve the information technology capacity to collect and report client-level data to the HIV/AIDS Bureau. The goals of the project include:

1. Improve the quality & availability of data used by HRSA and care services programs for the evaluation of health status, quality of care, and impact of care for Louisiana Ryan White clients by establishing a **central repository** of Louisiana HIV services data using CARE Ware.
2. Build Louisiana's HIV services data management capacity by establishing **uniform data management standards** and trainings for participating Louisiana Ryan White Recipients.
3. Ensure that all participating Recipients' providers have **updated hardware** for improved access to CAREWare and management of client records.

All agencies funded through the DHDS Ryan White program will be required to share data as a part of this collaborative effort.

### **Quality Management**

HRSA's expectations of Ryan White Program Recipients with respect to improving the quality of care and establishing quality management programs may be found online at: <http://hab.hrsa.gov/deliverhivaidscares/qualitycare.html>. HRSA technical assistance in selecting appropriate service- and client-level outcomes is also available online at: <http://careacttarget.org>.

The HIV/AIDS Bureau has developed the HIV/AIDS Clinical Performance Measures for Adults and Adolescents and companion guide to assist grants in the use and implementation of the core clinical performance measures. Information on Performance Measures can be found at <http://hab.hrsa.gov/deliverhivaidscares/habperformmeasures.html>. Recipients and sub-recipients are also required to meet local and federal Quality Management standards. In addition, all Recipients and sub-recipients are required to participate in local Quality Management activities.

### **Payer of Last Resort**

All Ryan White Program funds **MUST** be used as the payer of last resort. When a core medical service category is eligible to be reimbursed by Medicaid, all providers of this service **MUST** be certified as Medicaid providers, so long as the service provided is the same service as covered by Medicaid. In other words, a Medicaid insurer may pay for medical case management; however, if the Medicaid version of medical case management does not meet the medical case management Baton Rouge Ryan White Program Service Standard, then the provider would not have to be certified to bill Medicaid. Medicaid certified providers **MUST** have mechanisms designed to bill Medicaid when providing services that can be billed to Medicaid and or other third party payers.

Applicants are advised of the requirements for client screening and documenting financial status, proof of residency in the Baton Rouge Part A service area and proof of HIV status at the time of the initial enrollment. The Ryan White legislation requires all non-Ryan White fiscal resources to be used first before utilizing, committing, or obligating Ryan White grant funds, including the client's own resources.



Sub-recipients receiving Ryan White funds **SHALL** ensure that there are systems in place that document client eligibility. Ryan White sub-recipients **MUST** document initial client eligibility prior to delivering any Ryan White service. If all documents are not collected at the time of initial eligibility, the client has thirty (30) days to provide documents. The Sub-recipient **MUST** make every effort to assist clients in obtaining eligibility documents before the thirty (30) day grace period ends to ensure clients continue to access Ryan White services. To maintain eligibility for Ryan White services, clients **MUST** be certified annually. The Sub-recipient **MUST** enter the initial eligibility certification dates into the client's official file and CAREW are record.

More information regarding the sub-recipient's responsibilities for annual Ryan White Part A eligibility certification will be included in the sub-recipient's contract.

### **Charges for Services**

If an agency charges for its services, it **MUST** do so on a sliding fee schedule or by a nominal fee schedule that is available to the public. The sliding fee scale or nominal fee **MUST** not assess charges for clients whose income is less than 100% of the Federal Poverty Level (FPL).

The sliding fee discount schedule or nominal fee schedule **MUST** be based on the FPL Guidelines and approved by the Baton Rouge Ryan White Part A Program. When a client exceeds the annual limitation on charges (Cap-On-Charges) for clients receiving Part A services the sub-recipient **MUST** conform to the following limits:

#### **INDIVIDUAL/FAMILY ANNUAL CHARGES**

Equal to or below official 100% of FPL  
101% to 200% of FPL  
201% to 300% of FPL  
300+% of FPL

#### **TOTAL ALLOWABLE ANNUAL GROSS INCOME**

No charges permitted  
5% or less of Gross Income Level (GIL)  
7% or less of GIL  
10% or less of GIL

**A client exceeding their annual cap-on charges may no longer be charged for any Ryan White Part A services for the remainder of the calendar year.** Federal Poverty Level Guidelines are updated each year in March/April. The sliding fee discount schedule and the Cap on Charges should be updated annually to reflect the new guidelines.

"Aggregate Charges" applies to annual charges imposed for all Part A services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, etc.) and applies to all service providers from whom individuals receive Part A services.

Clients **MUST** be informed of their cap and their responsibility to track and report all charges incurred. Clients **MUST** be informed of their responsibility to track and submit other Ryan White provider charges or out of pocket payments. Agencies **MUST** review documentation of HIV related charges or payments provided by the Ryan White patient to determine if they are allowable. Agencies **MUST** track the charges 'you' impose on Ryan White patients AND have a process in place, outside of your existing financial management system that tracks other allowable HIV-related charges as submitted by the patient. A process **MUST** be in place that will alert the provider that the Ryan White patient has reached the cap and should not be further charged for the remainder of the calendar year.

Please note that according to Ryan White Legislation, services cannot be denied to clients who have an inability to pay; if a client cannot pay the charges associated with an agency's sliding fee scale, services **MUST** still be rendered.

### **Program Income**

Program income, defined in Policy Clarification Notice (PCN) #15-03, is “gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided on 45 CFR § 75.307(f). Program income includes but is not limited to income from fees for services performed, the use or rental of [sic.] real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulation, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.” Examples of program income include: the difference between third party reimbursement and the 340B drug purchase program; funds received by billing public or private health insurance for services provided to eligible RWHAP clients; fees, payments or reimbursement for the provision of a specific service, such as patient care reimbursements received under Medicare, Medicaid, or Children’s Health Insurance Program; and charges imposed on clients for services. Program income is most commonly generated by sub-recipients as a result of charging for services and receiving payment from third-party reimbursement such as the 340B drug purchase program, sliding scale fees or other client cost-sharing payments. HRSA/HAB is authorized to consider how program income is to be used and is authorized to make a distinction between income earned by the recipient and income earned by sub-recipients. HAB has determined that for Ryan White HIV/AIDS Program recipients and sub-recipients, the use of program income will be “additive.” Under the “additive” alternative, program income **MUST** be used for the purposes for which the award was made, and may only be used for allowable costs under the award. Allowable costs are limited to core medical and support services, clinical quality management, and administrative expenses (including planning and evaluation) as part of a comprehensive system of care for low-income individuals living with HIV. It is the responsibility of the recipient (Recipient) to monitor and track program income earned by sub-recipients. Program income remains with the sub-recipient but **MUST** be tracked, and reported to the Recipient monthly. Program income should be accounted for and utilized in the year in which it is received by the program.

Any revenues received from the delivery of services will be retained by the Sub-recipient and **SHALL** be used by the Sub-recipient to perform and enhance the Ryan White Part A services. As specified in the Ryan White Part A Notice of Grant Award (NGA), program income earned **MUST** be used to further eligible project or program objectives of the RWHAP program. Recipients are responsible for ensuring that sub-recipients are tracking and using program income consistent with grant requirements. See the National Monitoring Standards for Ryan White Part A Recipients: Fiscal Part A at <https://www.hrsa.gov/grants/manage-your-grant> and 45 CFR 74.24 and 92.25 The use of program income **SHALL** further be in accordance with the requirements of the Act, 45 CFR § 75.307(f), and any other applicable laws, rules or regulations affecting the use and expenditure of such funds. The Sub-recipient further understands and agrees that any interest income earned on the deposit of funds for expenses determined to be ineligible and refundable to the Recipient under this Contract may not be retained by the Sub-recipient. The Sub-recipient **SHALL** report any such interest on its monthly itemized statement requesting payment from the Recipient as set forth in Article V, subparagraph C, herein. Any such interest income may be deducted from the Recipient’s reimbursements to the Sub-recipient. All Sub-recipients **SHALL** have an accounts receivable system for tracking program income and a mechanism for reporting program income and its uses to the Recipient.

When the Ryan White HIV/AIDS Program (RWHAP) grant is the sole Federal award that makes a sub-recipient eligible as a 340B Drug Pricing Program covered entity, and purchases pharmaceuticals via 340B pricing, all the program income **SHALL** be attributed to the RWHAP grant. When an entity is 340B eligible and purchases pharmaceuticals via 340B pricing under multiple awards, the sub-recipient **MUST** use a reasonable allocation method for the attribution of costs and program income, and be able to document the methodology used. If the Sub-recipient utilizes the 340B covered entity status available as a Ryan White Part A service provider, the Recipient reserves the right to review the financial documentation of the revenues received from the dispensing of 340B/Prime Vendor medications to patients that have commercial insurance coverage and Medicare Part D. In addition, the Sub-recipient **SHALL** make available to the Recipient a complete accounting of how all 340B revenues net of the cost of purchasing the medications was expended or invested. Applicants **MUST** create a program income plan to include 340B revenues and budget specific to anticipated program income. This is to ensure that the 340B revenues are utilized in conformance with HRSA/HAB requirements. Applicants **MUST** attach a program income budget specific to anticipated program income including 340B revenue and complete the Program Income Plan in Attachment G. See page 37 of this Request for Proposals. Please refer to the HHS Grants Policy Statement at <https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>. Fix link Program income may be expended on any core medical or support service, clinical quality services, administrative expenses as part of a comprehensive system of care for individuals living with HIV. Sub-recipients may not use program income to pay the salary of an individual at a rate in excess of Executive Level II, which is currently at \$189,600 as of January 1, 2018. The City-Parish DHDS reserves the right not to award funding to applicants who fail to submit a program income plan and budget with their grant application. The program income plan and budget **MUST** include 340B revenue if applicant is 340B eligible and will purchase pharmaceuticals via 340B pricing.

### **Cultural and Linguistic Competence**

Applicants are advised that all providers should deliver services in a manner that is culturally and linguistically competent, which includes addressing the limited English proficiency (LEP) and health literacy needs of clients. HRSA defines cultural and linguistic competence as *“a set of congruent behaviors, attitudes, and policies that come together in a system or agency or among professionals and enable that system, agency, or those professionals to work effectively in cross-cultural and linguistically diverse situations.”*

Healthcare providers funded via HRSA grants need to be alert to the importance of cross-cultural and language appropriate communications and general health literacy issues. HRSA supports and promotes a unified health communication perspective that addresses cultural competency, limited English proficiency, and health literacy in an integrated approach in order to develop the skills and abilities needed by HRSA-funded providers and staff to deliver the best quality health care effectively to the diverse populations they serve. Cultural competence resources for health care providers are available at: <https://minorityhealth.hhs.gov/omh/browse.aspx?vl=1&vlid=6>

EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations are explained on the Office for Civil Rights website at <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>

**National Standards on Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS Standards)**

The CLAS standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these standards will help advance better health and health care in the United States. The principles and activities of culturally and linguistically appropriate services should be integrated throughout an organization and undertaken in partnership with the communities being served.

The 15 standards are organized by themes: Principal Standard (Standard 1), Governance, Leadership and Workforce (Standards 2-4), Communication and Language Assistance (Standards 5-8) and Engagement, Continuous Improvement, and Accountability (Standards 9-15).

Standards 5, 6, 7, 8 are current Federal requirements for all recipients of Federal funds.

The mandated standards (5, 6, 7 and 8) are listed below.

**Standard 5**

Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.

**Standard 6**

Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.

**Standard 7**

Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

**Standard 8**

Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

More information on the CLAS Standards can be found at:

<https://thinkculturalhealth.hhs.gov/clas/standards>

## Service Category Definitions and Allowable Activities

A definition of each allowable service category and additional guidance can be found in Appendix B of this application guidance. The definitions describe allowable activities and uses for Ryan White Part A funds. The City-Parish has the right to impose limits and or caps on services in an attempt to target the services and the Ryan White resources to areas and individuals with the greatest need.

The following requirements apply to all service categories:

- All providers **MUST** screen and obtain documentation for client proof of eligibility for all Part A clients,
- All Part A and MAI clients **MUST** have a **care plan to be linked to** or currently receiving ambulatory/outpatient medical care, and
- All providers **MUST** ensure that Part A and MAI funds are used as the payer of last resort.

### 1.1.2 Goals and Objectives

This funding opportunity strives to create a Ryan White Network of services and service providers by enhancing activities and services through collaborations and models of HIV care designed to provide access to life-saving high quality HIV ambulatory outpatient care and treatment. Support services **MUST** be designed to address needs and reduce and eliminate barriers to ambulatory outpatient medical care. This can only be accomplished by working to ensure clients access and remain in medical care and appropriate medication therapies in accordance with HIV treatment guidelines. Therefore the overall goals of the Ryan White Program are to:

1. Provide access to core medical and support services for those who are aware of their HIV status as they are guided through all five stages of the HIV Care Continuum. With a goal of achieving viral load suppression in individuals with HIV and to improve the community viral load for the Baton Rouge TGA.
2. Collaborate with HIV counseling and testing programs to ensure those who are newly aware of their HIV status (previously unaware) are not lost to care or late to care.
3. Provide services to individuals who are aware of their HIV status but not in care to ensure they are linked back to care and are retained in care.
4. Reduce and eliminate barriers to medical care through the provision of support services that are culturally and linguistically appropriate.
5. Improve the health outcomes of minority populations disproportionately impacted by HIV in the Baton Rouge TGA.
6. Deliver high quality HIV services that meet or exceed national and professionally accepted guidelines and standards.

### 1.2 Definitions

- **SHALL**- the term “**SHALL**” denotes mandatory requirements.
- **MUST**- the terms “**MUST**” denotes mandatory requirements.
- **May**- the term “may” denotes an advisory or permissible action.
- **Should**- the term “should” denotes desirable action.
- **Contractor**- any person having a contract with a governmental body.

- Agency- any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- State- the State of Louisiana.
- Department- Department for whom the solicitation is issued.
- Director- Director of Purchasing
- City-Parish - City of Baton Rouge-Parish of East Baton Rouge.
- Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Applicants who submit proposals in response to this RFP.
- HRSA – Health Resources and Services Administration. The federal agency within the U.S. Department of Health and Human Services responsible for the administration of health care programs for those who are uninsured and/or underinsured. This agency oversees the HIV/AIDS Bureau (HAB) which has responsibility for oversight and administration of the Ryan White Programs Parts A through F.
- HAB - HIV/AIDS Bureau. The Bureau that oversees and administers the Ryan White Programs Parts A through F and Ending the HIV Epidemic (EHE).

### 1.3 Schedule of Events

<b>Item</b>	<b>Anticipated Schedule</b>
Mandatory Pre-Proposal Meeting	September 7, 2023
Deadline to submit letter of intent to apply	September 14, 2023
Deadline to receive written inquiries	September 21, 2023
Deadline to answer written inquiries	October 5, 2023
Proposal Opening Date (deadline for submitting proposals)	October 13, 2023
Applicants contacted in writing regarding applications.	October 20, 2023
Notice of Intent to Award to be mailed	November 15, 2023
Contract Initiation	March 1, 2024

**NOTE: The City-Parish reserves the right to deviate from these dates.**

### 1.4 Proposal Submittal

Eligible agencies may submit one application for funding under Part A only or Part A and MAI. Additionally, eligible agencies may request funding for each service category listed under Part A only or Part A and MAI.

Eligible agencies **SHALL** submit a proposal form identified as Attachment B in this RFP.

All proposals **SHALL** be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

**Important:** - Clearly mark outside of envelope, box or package with the following format:

Proposal Name: **Public Ryan White HIV/AIDS Program RFP Part A & Minority AIDS Initiative**  
Solicitation No.: **Solicitation No. 20008-2023-19 Public Ryan White HIV/AIDS Program RFP Part A & Minority AIDS Initiative**

Proposal Opening Date & Time: **October 13, 2023 at 2:00pm CST**

**PLEASE DO NOT BRING APPLICATIONS TO THE RYAN WHITE PART A OFFICE ON PLANK ROAD**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be delivered by hand or courier service to our physical location at:

**City of Baton Rouge/Parish of East Baton Rouge  
Purchasing Division  
222 St. Louis Street, Rm. 826  
Baton Rouge, LA 70802**

Applicant is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the applicant's chosen means of proposal delivery.

Applicant is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time **SHALL** result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY APPLICANTS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. **PRICES SHALL NOT BE READ.**

### **1.5 Proposal Response Format**

Follow these instructions in completing your Part A and MAI Applications:

- Use 1.5 line spacing and 12-point font size for text portions of the application, including the Cover Letter
- For tables, charts, graphs, footnotes, and budget spreadsheets, Applicant may use a different font size, but not less than 11 point font size. (*Points will be deducted if font size is less than an 11 point font size.*)
- Submit only unbound applications (i.e., no staples, ring binders, covers).
- Submit the Application on 8 1/2"x 11" white paper. Margins **MUST** be at least one (1) inch on all sides.
- Print only on the front of each page (if any of your supporting documents are two-sided, photocopy them to meet this requirement).
- Include a table of contents reflecting major categories and corresponding page numbers.
- Attach only supporting documentation requested or directly related to the application.
- Sequentially number the entire application including all the attachments.
- No faxes or email proposals will be accepted.
- **All proposals MUST be organized in the order listed on the Application Checklist. See Attachment A.**

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

- A. **Cover Letter:** Containing summary of Applicant's ability to perform the services described in the RFP and confirms that Applicant is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the Applicant certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal **MUST** be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
  2. An individual authorized to bind the company as reflected by a corporate resolution, certificate, affidavit, or other documents indicating authority which are acceptable to the public entity.

Applicants should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter **should not exceed one (1) page** and should:

- Identify the name of the organization;
- Describe the organization's history and experience. What is the organization's mission statement? How does providing the proposed Ryan White service fit with your mission statement?
- The overall viral suppression rate for PLWH served by your organization.
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Applicant Qualifications and Experience:** History and background of Applicant, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of clients, etc.
- D. **RFP Compliance:** Illustrating and describing compliance with the RFP requirements. See Part III.
- E. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Applicant's fees and other costs, if any, **SHALL** be submitted. This financial proposal **SHALL** include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish.



### 1.5.1 Number of Response Copies

Each Applicant **SHALL** submit **one (1)** signed original response. Five (5) Additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6) and an electronic copy on a CD or flash drive with the name of the Applicant written on the front.

### 1.5.2 Legibility/Clarity

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

### 1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information **SHALL** only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement **SHALL** be open to public inspection. Applicants are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections **MUST** be claimed by the Applicant at the time of submission of its Technical Proposal. Applicants should refer to the Louisiana Public Records Act for further clarification.

The Applicant **MUST** clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Applicant **SHALL** mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data **SHALL** only be disclosed for evaluation purposes, provided that if a contract is awarded to this Applicant as a result of or in connection with the submission of this proposal, the City-Parish **SHALL** have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish's right to use or disclose data obtained from any source, including the Applicant, without restrictions."*

Further, to protect such data, each page containing such data **SHALL** be specifically identified and marked "CONFIDENTIAL".

Applicants **MUST** be prepared to defend the reasons why the material should be held confidential. If a competing applicant or other person seeks review or copies of another applicant's confidential data, the City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it **MUST** agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor President, or other City-Parish agencies or organizations for the sole purpose of assisting the City Parish in its evaluation of the proposal. The City-Parish **SHALL** require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-Proposal Meeting**

A **mandatory** pre-proposal meeting will be held on **September 7, 2023** at **10 a.m. CST.** at the Division of Human Development and Services which is located at 4523 Plank Road, Baton Rouge, LA, 70805, and virtually via Webex. Prospective applicants **MUST** participate in the pre-proposal meeting to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal meeting.

Although impromptu questions will be permitted and spontaneous answers will be provided during the pre-proposal meeting, the official answer or position of the City-Parish will be stated in writing in response to written questions.

### **1.7.2 Applicant Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested Applicants to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the pre-proposal meeting) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries **SHALL** not be entertained thereafter.

The City-Parish **SHALL** not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* Applicants to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period **SHALL** be granted. Questions relative to the addendum **SHALL** be submitted by the close of business three working days from the date the addendum is issued (or, posted to LaPAC\*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein **SHALL** submit questions or concerns in writing to Director of Purchasing during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

\*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and Central Bidding notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment. Central Bidding site: <http://www.centralauctionhouse.com> **NOTE: This RFP is not available to submit proposals or inquiries online via LaPAC or Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the bid.**

In that LaPAC and Central Bidding provides an immediate e-mail notification to subscribing bidders 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. Though not required if receiving solicitation and addenda notices from LaPAC and Central Bidding the City-Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

No negotiations, decisions, or actions **SHALL** be executed by any bidder as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish **SHALL** only consider written and timely communications from Applicants.

Inquiries **SHALL** be submitted in writing by an authorized representative of the Applicant, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline **SHALL** be considered by the City-Parish. Answers to questions that change or substantially clarify the solicitations **SHALL** be issued by addendum and provided to all perspective Applicants.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, or hand at:

City of Baton Rouge/Parish of East Baton Rouge  
Attention: Maggie Duvall  
Purchasing Division  
222 Saint Louis Street Baton Rouge, LA 70802 8<sup>th</sup> Floor, Room 826  
E-Mail: [20008-2023-19PublicRyanWhite@brla.gov](mailto:20008-2023-19PublicRyanWhite@brla.gov)  
Phone: (225) 389-3259

## **1.8 Errors and Omissions in Proposal**

The City-Parish will not be liable for any error in the proposal. Applicant will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Applicant. The City-Parish, at its option, has the right to require clarification or additional information from the Applicant.

## **1.9 Proposal Guarantee (not required for this RFP)**

## **1.10 Performance Bond (not required for this RFP)**

### **1.11 Changes, Addenda, Withdrawals**

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the applicant needs to submit changes or addenda, such **SHALL** be submitted in writing prior to the proposal opening, signed by an authorized representative of the applicant, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such **SHALL** meet all requirements for the proposal.

### **1.12 Withdrawal of Proposal**

An applicant may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the applicant **MUST** be submitted to Purchasing.

### **1.13 Material in the RFP**

Proposals **SHALL** be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

### **1.14 Waiver of Administrative Informalities**

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

### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

### **1.16 Ownership of Proposal**

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to Applicants. Any copyrighted materials in the response are not transferred to the City-Parish.

### **1.17 Cost of Offer Preparation**

The City-Parish is not liable for any costs incurred by prospective Applicants or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Applicant in responding to the RFP are entirely the responsibility of the Applicant, and **SHALL** not be reimbursed in any manner by the City-Parish.

### **1.18 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

### **1.19 Taxes**

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, **SHALL** be assumed to be included within the Applicant's cost.

### **1.20 Proposal Validity**

All proposals **SHALL** be considered valid for acceptance until such time an award is made, unless the Applicant provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Applicant's response is unacceptable and the Applicant is unwilling to extend the validity of its proposal.

### **1.21 Prime Contractor Responsibilities**

The selected Applicant **SHALL** be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish **SHALL** consider the selected Applicant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **1.21.1 Corporation Requirements**

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor **SHALL** have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, 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.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish **SHALL** be supplied by the successful vendor, if applicable.

### **1.22 Use of Subcontractors**

Each Contractor **SHALL** serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor **SHALL** be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Applicants may enter into subcontractor arrangements **with prior approval of DHDS**. Applicants may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Applicants/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Applicants are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors **MUST** agree to be bound by the terms of the contract. The prime contractor **SHALL** assume total responsibility for compliance.

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

Written or oral discussions may be conducted with Applicants who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City- Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

### **1.24 Acceptance of Proposal Content**

The mandatory RFP requirements **SHALL** become contractual obligations if a contract ensues. Failure of the successful Applicants to accept these obligations **SHALL** result in the rejection of the proposal.

### **1.25 Evaluation and Selection (see Part III Evaluation)**

### **1.26 Contract Negotiations**

If for any reason the Applicant whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal **SHALL** be rejected and the City-Parish may negotiate with the next most responsive Applicant. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation **SHALL** also allow price reductions. The final contract form **SHALL** be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

### **1.27 Contract Award and Execution**

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

In no event is an Applicant to submit its own standard contract terms and conditions as a response to this RFP. The Applicant needs to address the specific language in the sample contract (Attachment E) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Applicant fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Applicant.

Awards **SHALL** be made to Applicants whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and the Mayor's Office, a Notice of Intent to Award letter to the apparent successful Applicants will be issued. A contract **SHALL** be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Applicant. All contracts are subject to Metro Council approval.

Purchasing **SHALL** notify all unsuccessful Applicants as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report **SHALL** be made available to all interested parties after the Intent to Award letter has been issued.

### **1.29 Debriefings**

Debriefings may be scheduled by the participating Applicants after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to [20008-2023-19PublicRyanWhite@brla.gov](mailto:20008-2023-19PublicRyanWhite@brla.gov) to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting Applicant their own proposal scoring results.

If the requesting Applicant wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. **MUST** be submitted.

### **1.30 Insurance Requirements**

Contractor **SHALL** furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment D). 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 City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

Signed/Fully Executed Certificate of Liability Insurance Document is needed by applicant as part of the condition of grant award.

### **1.31 Subcontractor Insurance**

The Contractor **SHALL** include all subcontractors once approved by DHDS, as insured under its policies or **SHALL** insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

### **1.32 Indemnification**

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

### **1.33 Fidelity Bond Requirements**

Each individual employed by the Contractor who handles funds under this Contract, including persons authorizing payment of such funds, are to be covered during the term of this Contract by a fidelity bond providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Contractor's employees either individually or in concert with others, and/or (2) failure of such persons to perform faithfully his/her duties, or to account properly for all monies and property received under this Contract. This fidelity bond will be in an amount of not less than ten thousand dollars (\$10,000.00).

### **1.34 Payment for Services**

Each individual department **SHALL** pay Contractor in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices **SHALL** include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.35 Termination**

#### **1.35.1 Termination of this Agreement for Cause**

The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish **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 such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Agreement **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 City-Parish to comply with the terms and conditions of this contract; provided that the contractor **SHALL** give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

#### **1.35.2 Termination of this Agreement for Convenience**

The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor **SHALL** be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.



### **1.35.3. Termination for Lack of Appropriated Funds**

Should the RFP result in a multi-year contract, a non-appropriation clause **SHALL** be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish **SHALL** have the right to terminate the contract or any issued Task Order for which funding is terminated.

### **1.36 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

### **1.37 Audit of Records**

The City-Parish or others so designated by the City-Parish, or other lawful entity **SHALL** have the right to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records **SHALL** be made available during normal working hours for this purpose.

### **1.38 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the 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 Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable **SHALL** be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

### **1.39 Record Retention**

The Contractor **SHALL** maintain all records in relation to this contract for a period of at least five (5) years.

### **1.40 Record Ownership**

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

### **1.41 Content of Contract/Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency **SHALL** be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

### **1.42 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP **SHALL** be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.43 Substitution of Personnel**

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution **SHALL** meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It **SHALL** be acknowledged by the Contractor that every reasonable attempt **SHALL** be made to assign the personnel listed in the Contractor's proposal.

#### **1.44 Governing Law**

All activities associated with this RFP process **SHALL** be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.45 Claims or Controversies**

Any Applicant who believes they were adversely affected by the City-Parish's procurement process or award may file a protest. It **MUST** be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest **MUST** be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest **SHALL** be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Applicant in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee **SHALL** be a condition precedent to any other proceedings in connection with a protest and **SHALL** be considered the administrative remedy available to the protesting bidder.

#### **1.46 Applicant's Certification of OMB Uniform Guidance 2 CFR Part 200 Compliance**

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the Applicant certifies that their company, any subcontractors, or principals are not presently suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the General Services Administration (GSA) in accordance with the requirements in OMB Uniform Guidance 2 CFR Part 200.

Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.31, including suspension or debarment. (See also 2 CFR parts 180 and 376 and 31 U.S.C. 3321)

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

## PART II SCOPE OF WORK/SERVICES

### 2.1 Scope of Work/Services

Ryan White Part A funding is used to assist Transitional Grant Areas (TGA) and Eligible Metropolitan Areas (EMA) in developing or enhancing access to a comprehensive continuum of high quality, community-based care for low-income individuals and families living with HIV.

Ryan White Part A MAI funding is used to develop innovative service models to address the health disparities affecting minority populations disproportionately impacted by the HIV/AIDS epidemic.

The Baton Rouge Transitional Grant Area consists of nine parishes in the Baton Rouge Metropolitan Area: East Baton Rouge, West Baton Rouge, Pointe Coupee, Iberville, Ascension, West Feliciana, East Feliciana, Livingston, and St. Helena. A comprehensive HIV/AIDS continuum of care includes core medical services, as well as supportive services.

### 2.2 Period of Agreement

Awards will begin on or about March 15, 2024 and will be made for a 12-month period. Up to three additional 12-month renewal awards may be made based upon the availability of funds and acceptable contract performance. Renewal is subject to approval by the East Baton Rouge Metropolitan Council. Once renewal options are exhausted, the contract can be rebid. DHDS reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

### 2.3 Price Schedule

Prices proposed by the applicants should be submitted on the Proposal Form furnished herein as Attachment C-1. Prices submitted **SHALL** be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services (items, etc.). Prices **SHALL** include delivery of all items F.O.B. destination.

### 2.4 Deliverables

Every applicant should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

#### Part A

Funding under Part A of the Ryan White HIV/AIDS program is awarded for the delivery of core and support services targeting PLWH in the BRTGA. Services delivered may consist of the following: Outpatient/Ambulatory, AIDS Pharmaceutical Assistance (Local), Early Intervention Services, Health Insurance Premium and Cost Sharing Assistance, Oral Health, Mental Health, Medical Case Management, Substance Abuse Treatment – Outpatient, Non-Medical Case Management, Emergency Financial Assistance, Housing, Medical Transportation, Linguistic, Other Professional Services (Legal) and Psychosocial Support Services. Sub-recipients will provide monthly financial reports, any/all performance reports, and requests for information as required by HRSA and the Recipient.

#### MAI

Funding under MAI of the Ryan White HIV/AIDS program is awarded for the delivery of core and support services targeting **minority** PLWH in the BRTGA. Services delivered may consist of the following: Medical Case Management, Early Intervention Services, Outreach, Medical Transportation, and Housing Assistance. Sub-recipients will provide monthly financial reports, performance reports, and will respond to all requests for information as required by HRSA and the Recipient.

## **2.5 Location**

Services are to be provided in the parishes outlined in Section 1.1.1.

The Part A Program reserves the right to limit the number of Part A and EHE service providers within a specific Portion of the Part A service area. Certain service areas may have an excess of service capacity due to the location of several Part A Funded providers within the same concentrated area. The Part A Program reserves the right to determine the number of Part A providers within the service area based on the capacity of the existing service providers.

## **2.6 Proposal Elements**

The proposal, including all financial and technical responses, **SHALL** not exceed one hundred (125) pages. The narrative should contain 1 inch margins, 12 pt. font and use 1.5 line spacing. Additional pages may be included in the appendices which may contain service area maps, staff resumes, policies, procedures, internal controls, audit or financial reports, etc.

### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider.

### **2.6.2 Technical**

Each Applicant should address how the entity will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training.
- Provision for HIV services, including personnel assigned, toll-free number, and services inquiry, etc.
- Resumes for program manager, clinical staff, program staff, and all other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Applicant's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Applicant's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Applicant including terms and conditions which the Applicant wishes the City-Parish to consider.

## PART III EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what may be inferred.

To evaluate all proposals, a committee whose members have expertise in various areas (i.e. health care, healthcare financing, HIV and grants management) has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Applicants to make this determination.

Written recommendation for award **SHALL** be made for the Applicant(s) whose response, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of City-Parish.

### 3.1 Financial Proposal (10 POINTS)

#### Evaluation

- List and describe in detail the results of Applicant's most recently completed a) independent financial audit or "limited scope" audit as applicable), b) fiscal review/site visit from current HIV/AIDS funding sources and c) other audits or financial reviews by 3<sup>rd</sup> parties in the most recent 12 month period (if applicable). An explanation should be included for any issue that has been cited as a material finding or weakness.
- Describe the agency's fiscal capacity and stability to manage the proposed service project.
- What experience does your agency have in grants and contracts management? Describe your accounting system, including how various funding streams are tracked separately.
- Are all costs detailed in a line item budget by service category and appropriate to the service plan?
- Does the applicant provide a clearly presented service budget justification that fully explains each line item?
- Does the budget adhere to the **10 percent** limit on administrative costs?
- Is the proposed cost per service reasonable when compared to the service cost of similar services provided by a program of the same size, expertise of providers, incidence of need in the geographical service area, same unit definition?
- Describe ability to track and report all program income including: collections from clients and 340B revenues. Specifically, describe how 340B program income/revenue will be budgeted and tracked. Will program income be used to enhance existing agency services or create new programs? If new program will be created, please describe. Applicants **MUST** attach a program income budget specific to anticipated program income including 340B revenue and complete the Program Income Plan in Attachment G.
- What cash and in-kind resources does the applicant utilize to support the proposed service(s)? **(Required but not scored)**.
- Percentage of the Applicant's total annual budget that is being requested in this application for Ryan White the Part A funding? **(Required but not scored)**.

### **Line Item Budget**

The information provided in response to this section will be used in the financial evaluation of each service category budget and to calculate the reasonableness of the cost per service. Line item budgets **MUST** be prepared in Excel spreadsheets following the format provided in attachment F and **MUST** include calculations for each service category requested.

Note: The Applicant **MUST** include an itemized listing of all expenses or fees (including travel) that are expected to be paid by the Department.

### **Budget Narrative and Justification**

This section provides the format for the required 12-month itemized budget explaining how each line item will be expended by service. The policies, guidelines and requirements of 45 CFR parts 74 and 45 CFR part 92 as applicable and applicable OMB Uniform Guidance 2 CFR Part 200 apply with respect to the acceptance and use of funds under this program.

Provide a narrative description of each proposed service category budget. Your narrative **MUST** describe and justify all service costs proposed in the budget. The budget and narrative **MUST** meet all requirements set forth in this section.

In general, applicants may request funds through this RFP to support the following costs:

- Personnel Salaries and Fringe Benefits
- Travel
- Equipment
- Materials and Supplies
- Contractual
- Other
- Administrative Expenses

A description of each expense category is presented below.

**Personnel:** For these service costs, provide the following information: the name of the employee and job title, annual salary, percent of time to be charged to this project, the amount of the Part A share, other share, and in-kind share, and the total cost. Provide a brief budget justification explaining the duties of each employee assigned to the service project. If the applicant has not yet identified individuals to fill salaried positions, indicate that the position is currently vacant. Full job descriptions for each position type and resumes or curriculum vitae (not to exceed three pages) for each employee should be included in the appendix.

**Fringe Benefits:** For these costs, provide the following information: the amount of fringe benefits requested (which should also include the percentage rate for FICA); medical insurance; including dental and vision coverage, if applicable; worker's compensation and disability insurance; life insurance, if applicable; and, vacation and sick pay benefits, etc. Fringe benefits **MUST** be based on the applicant's established personnel policies. Applicants **MUST** show the total service costs and the amount to be allocated to the Part A Program.

**Local Travel Expenses:** Funding for transportation should be requested only as appropriate for program needs. This is not a general substitute for the medical transportation service category. This line item should detail necessary staff travel/transportation expenses as part of the delivery of services. Delineate amounts for public transportation and mileage reimbursement at the rate established in the agency's policies. If the agency does not have a mileage reimbursement rate established, use the current federal rate available at <http://www.gsa.gov/mileage>. Include here the expenses to operate agency-owned vehicles that are used in program delivery. All drivers and vehicles used for this program **MUST** have valid licenses and insurance. Please include the estimated number of trips, the mileage and use the City-Parish mileage reimbursement rate.

*Out of Town Travel:* Expenses for out of town travel are allowed for **pre-approved** conferences and meetings directly related to the services funded through this RFP. Out of town travel costs may not exceed five-percent of your total budget.

**Equipment:** Itemize and justify programmatic equipment (e.g., desks, chairs, computers, file cabinets) for \$5,000 or more with a normal life expectancy of one year. Equipment is identified as items that have a cost of more than \$5,000 and is required to be depreciated.

**Note: DHDS MUST approve and catalog all equipment purchases of \$5,000 or greater.**

**Materials and Supplies:** Itemize and justify programmatic materials (e.g., brochures, videos) essential to the project. Be certain to request sufficient funding for special educational and risk reduction materials (e.g., non-English or ethnic-specific brochures or audiovisual items). Include office supplies that will be used by program staff in direct service delivery. This category also includes treatment costs such as laboratory supplies and medical supplies. Supplies are identified as items that have a cost of less than \$5,000 and are not required to be depreciated.

**Contractual/Professional/Technical Costs:** List and justify all fees to be paid to consultants and sub-recipients, noting the number of hours to be devoted to the project and specific responsibilities. Consultant fees will be allowed on a limited basis only, and should not to be used in place of staff support. This category may include sub-contractual services that facilitate program delivery, as well as services that increase client access or to assess client satisfaction. However, **regardless of the function, the consultant MUST not have been a member of the applicant's Board of Directors during the 12 month period preceding the date of the applicant's request for funding. Additionally, the consultant may not serve as a Board member during the 12-month period following the completion of the funded project period.**

**Note:** The City-Parish will require all successful applicants to identify any consultants and subcontractors that will be a part of the proposed program. If they are not yet identified, indicate that in the budget and budget justification. They **MUST** be identified and **pre-approved** by the administrative agent before they begin any services to be funded through this proposal.

**Other Operating Costs:** Applicants **MUST** delineate expenditures for items related to any programmatic activities integral (direct cost) to this service (e.g., telephone, advertising, printing, duplication, equipment leasing/maintenance, insurance premiums, dues, subscriptions, memberships, messenger services, facility maintenance, technical meeting costs and postage).

Delineate expenditures for furniture, furnishings, materials and supplies, justifying these costs in terms of the proposed program.

**Note:** Agencies funded through this RFP will be required to comply with various insurance specifications established by the City-Parish: these include workers' compensation, auto liability, commercial liability and professional liability. These requirements also apply to all subcontractors and consultants.

**Administrative Expenses:** For the FY 2023 grant year, the Ryan White Part A Program mandates a 10% aggregate cap on administrative costs. The result of this mandate is that the total administrative costs from all service contracts cannot exceed 10% of the total funds available for those purposes. The DHDS Ryan White Program staff will review each contract budget to verify allowable administrative costs. While the aggregate cap does not explicitly limit any single contract to no more than 10% administrative costs, the DHDS will, to the extent possible, require each contract to meet this requirement. Such negotiations are necessary to ensure compliance with this program requirement will be conducted prior to the City issuing a contract for services with any provider. The DHDS will monitor administrative costs of each individual contract on a monthly basis. Administrative costs include but, are not limited to, usual and recognized overhead activities, including rent, utilities, and facility costs, costs of management oversight of specific programs funded under all contracts issued under this RFP, including program coordination; clerical; financial and management staff not directly related to patient care; program evaluation; liability insurance; audits; and computer hardware/ software that is not directly related to patient care. Costs associated with an Electronic Medical Record (EMR) system are not administrative costs; however such costs **MUST** be allocated proportionally to Ryan White in accordance with the percentage of Ryan White funds compared to the agency's total program budget. The HIV/AIDS Bureau has issued a directive on the use classification of costs that were formerly considered to be administrative may now be charged as a direct service expense. These costs include the facilities costs related to the direct services and other personnel costs. Please refer to Policy Clarification Notice #15-01 for a description of this policy. <https://hab.hrsa.gov/sites/default/files/hab/Global/pcn1501.pdf>. Questions regarding the classification of specific otherwise allowable costs as direct or administrative expenditures should be directed to the DHDS Program Administrator in accordance with RFP requirements.

No single funding source is likely to adequately support activities for an entire client population and in such cases multiple funding of the same activity is acceptable; however, Part A grant funds **MUST not be used for duplicate funding of the same activity.**

**No indirect costs can be charged to Part A and MAI funding requests in the Baton Rouge TGA.**

**Total Request Recap: The sum of all line items.**

### **3.2 TECHNICAL PROPOSAL (30 POINTS)**

#### **APPLICATION GUIDELINES**

This section outlines requirements for application narrative and supporting documents to request Part A funds, **including** MAI funds. Applicants should identify each service category for which they request funding and should indicate the funding stream in which they seek funding (e.g. Medical Case Management – Part A). Applicants are asked to describe their ability to provide services in **each** service category/funding stream in which they are applying, in accordance with program requirements as outlined in the charts below and in response to the needs of PLWH in the Baton Rouge TGA. The completed proposal **MUST** follow this outline with the required information provided in the order listed. Applicants should repeat each question and answer each question separately and in order.

**Please note that the method of payment may have changed in several service categories. The Baton Rouge Part A Program has transitioning from paying for some services with a unit cost and changing to line item payment methodology. The line item methodology will enhance opportunities for sub-recipients to earn and utilize program income to expand their services and better cover overhead costs associated with the Part A Program. Please note on line two of each Service Category Description the approved method of payment.**



## **Required Documentation**

- Internal Revenue Service 501(c) 3 tax exempt determination letter
- Copy of applicant's Articles of Incorporation
- Copy of the applicant's most recent Financial Statement and OMB Circular A-133 Audit
- Organizational Chart
- List of Board of Directors (**MUST** include place of employment and residential address for each member)
- Board and Staff Representation Table
- Copy of agency's current year operating budget
- Current financial statements of the applicant agency.
- Sliding Fee/Cap on Charges Policy
- Sliding Fee Discount Schedule

### **3.2.1 AGENCY EXPERIENCE (40 POINTS)**

- Describe the history of the agency. **Specifically, describe the applicant's history in providing services to People Living with HIV/AIDS (PLWH) in the Baton Rouge TGA.** If Applicant has not provided services to PLWH in the past, describe why Applicant is proposing to serve this population.
- Briefly describe applicant's structure. Describe applicant's organizational structure, such as board of directors, key staff positions, officers, advisory councils or committees. If the Board of Directors, administrative and program staff are not reflective of the population you serve, explain the measures to be taken to improve this situation. **Applicants MUST complete the chart in Attachment I. Include a current organizational chart in the appendices.**
- Describe applicant's current programs and activities.
  - Discuss how the national goals to End the HIV Epidemic has been integrated into applicant's programs and activities. Provide specific organizational changes, enhancements and collaborations agency has implemented to address specific components of the goals to end the HIV epidemic. See page 10 of this RFP.
  - Discuss how applicant has adapted to changes in HIV-related medical treatment modalities.
  - Discuss how applicant has addressed the revised recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings. See pages 7 and 8 of this RFP.
- Discuss the role of PLWH in applicant's program development activities, quality management activities and other aspects of organizational development. Describe applicant's client complaint procedure.

- Provide a graph which depicts applicant's **HIV Care Continuum** for their HIV positive clients served. The graph **MUST** include data for calendar year 2022 for each stage of the HIV Care Continuum. Applicants **MUST** clearly explain their data set and what data sources are being utilized. Include the five main stages of the diagnosis-based HIV Care Continuum in the graph:
  - a. **HIV-Diagnosed:** The number of individuals diagnosed with HIV served by applicant.
  - b. **Linkage to Care:** The number of individuals diagnosed with HIV that had one or more documented medical visit(s), viral load or CD4 tests within three months after diagnosis.
  - c. **Retained in Care:** The number of diagnosed individuals who had two or more documented medical visits, viral load tests, or CD4 tests, performed at least three months apart in the measurement year.
  - d. **Antiretroviral Use:** The number of people receiving medical care and who have a documented antiretroviral therapy prescription in their medical records in the measurement year.
  - e. **Viral Load Suppression:** The number of individuals whose most recent HIV viral load within the measurement year was less than 200 copies/mL.

The HIV Care Continuum described above should illustrate the progress made to assist clients through each stage of the care continuum. Utilizing the data from the graph, create a narrative which discusses the following:

- a. How the HIV Care Continuum is currently utilized in planning, prioritizing, targeting and monitoring available resources in response to needs of PLWH and in improving engagement at each stage of the continuum.
  - b. Describe any systematic approaches developed to address each of the gaps along the HIV Care Continuum, including targeted interventions aimed at each stage (i.e., Linkage to Care, Retention in Care, Viral load Suppression, etc.).
  - c. Any significant health disparities identified related to race, gender, sexual orientation and age among populations within your agency and current activities targeted or planned to address these disparities.
  - d. Any changes to the HIV Care Continuum from 2020-2022, the impact it has had on applicant's program, and how applicant responded or addressed those identified changes.
  - e. Any barriers or unique challenges (i.e., data collection/sharing, collaboration with other programs) that exist in developing and utilizing the HIV Care Continuum model. Describe how the program addresses these barriers or unique challenges.
- Ryan White funds can be used for the purpose of HIV testing under the service category of Early Intervention Services (EIS) when the two following conditions are met:
    - 1) The Agency proposing the use of Ryan White funds for HIV testing **MUST** provide documentation illustrating that current federal, State, and local funds are inadequate to meet the HIV testing need in the proposed testing area, as well as documentation illustrating that funds used for this purpose will supplement and not supplant other federal, State, and local funds available for HIV testing in the proposed fiscal year.

- 2) The proposing agency **MUST** submit a request to the Recipient along with documentation mentioned above for Recipient review and approval. **Ryan White funds may not be used for HIV testing without Recipient approval.**

Applicants requesting EIS funding for testing **MUST** complete the chart in Attachment H which documents HIV Testing and Awareness Data of efforts supported by federal, state, local, and private funds for the previous 12-month period. Applicants may report on the calendar year of January 1, 2021 through December 31, 2021 or a specified grant year beginning in 2021.

- Discuss applicant's efforts to implement and support the **Early Identification of Individuals with HIV/AIDS (EIIHA)**, a required component under Part A of the Ryan White Treatment Extension Act. EIIHA is the identifying, counseling, testing, informing, and referring of **diagnosed and undiagnosed** individuals to appropriate services, as well as linking newly diagnosed HIV positive individuals to care. The goal of EIIHA is to reduce the number of undiagnosed and late diagnosed individuals and to ensure they are accessing HIV care and treatment.

**Definition of Unaware of HIV Status:** Any individual who has **NOT** been tested for HIV in the past **12-months**, any individual who has **NOT** been informed of their HIV result (HIV positive or HIV negative), and any HIV positive individual who has **NOT** been informed of their **confirmatory** HIV result. The four (4) components of EIIHA are:

**Identification of Individuals Unaware of Their HIV Status:** The **categorical breakdown** of the overall unaware population into subgroups, which allow for the overall EIIHA strategy to be **customized based on the needs of each subgroup**, for the purposes of identifying, counseling, testing, informing, referring, and linking these individuals into care.

**Informing individuals of their HIV status:** **Informing** an HIV negative individual, post-test, of their appropriate HIV screening result and/or **informing** an HIV positive individual, post-test, of their **confirmatory** HIV result.

**Referral to care/services:** The provision of timely, appropriate, and pre-established guidance to an individual that is designed to **refer** him/her to a specific care/service provider for the purpose of accessing care/services after the individual has been informed of their HIV status (positive or negative).

**Linkage to care:** The post-referral verification that care/services **were accessed** by an HIV positive individual being referred into care. (*i.e., Confirmation first scheduled care appointment occurred.*)

- Outline applicant's capacity to serve PLWH who are members of historically underserved/unserved populations and/or who are characterized by co-morbidities as defined by HRSA. For each co-morbidity and subpopulation listed below, provide information about the methods, capacity and processes used to target these clients and to ensure their access to services, including but not limited to geographic location of services, hours of operation (flexible and non-traditional clinic hours), walk-in appointments, availability of bilingual staff and TTY capacity. Note whether each process is currently in place or would be implemented **if** Applicant receives funding as a result of this RFP. Historically underserved/unserved populations and/or those who are characterized by co-morbidities include the following:

- Sexually transmitted infections.
  - Substance abuse (Includes Injection use and opioid use)
  - Severe mental illness
  - Gay/Bisexual Men
  - African American/Black
  - Hispanic/Latino/Latina
  - Adolescents and youth (13 – 19 and 20 - 24 years)
  - Clients who live in the Baton Rouge TGA in parishes other than East Baton Rouge
  - Recently released from incarceration
  - People experiencing homelessness
  - Persons of trans experience
  - Women of color of child-bearing age (13-44 years)
- Describe applicant’s processes to ensure its agency is culturally and linguistically accessible. Describe how applicant’s organization and activities ensure culturally and linguistically appropriate services are integrated throughout its organization and are undertaken in partnership with the communities being served. Describe how Applicant ensures it meets or exceeds required national **CLAS** standards 5, 6, 7, 8 and what additional efforts applicant has undertaken to ensure culturally and linguistically appropriate services. See pages 19-20 in this RFP for more information.
  - Describe applicant’s computer and Information Technology (IT) support infrastructure, including qualifications and job duties of staff assigned to IT and data management duties. If third party contractor IT support is utilized, list IT provider’s business name and fully describe what functions the third party contractor performs and how Applicant ensures confidentiality of client-related data. Does Applicant have email and Internet capability for all key staff involved in Applicant’s management and proposed service delivery? If not, describe plan to enable such access for key staff.
  - Describe Applicant’s experience in and processes for handling and protecting confidential client information. Describe Applicant’s implementation and compliance with applicable requirements mandated under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164) as amended (HIPPA); privacy and security regulations promulgated by the United States Department of Health and Human Services (DHHS); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and all applicable Louisiana laws and statutes.
  - Describe applicant’s process for ensuring the Ryan White Program is the payer of last resort. Applicant should discuss efforts made to ensure that alternate sources of payments are pursued. The Ryan White Program expects sub-recipients to screen for proof of insurance status and financial eligibility for use of funds on a regular basis (see <http://hab.hrsa.gov/manageyourgrant/pinspals/pcn1302clienteligibility.pdf>). Sub-recipients are required to use effective strategies to coordinate between Ryan White Part A and third party payers who are ultimately responsible for covering the cost of services provided to eligible or covered persons. Third party sources include Medicaid and any opportunities for expansion under the Affordable Care Act, Medicare, including Medicare Part D, and private insurance, including new options available under the health insurance marketplace established by the Affordable Care Act.

Include copies of Applicant's Medicaid and Medicare certification notifications in the appropriate section of the proposal.

- Describe applicant's policy, process and procedure for conducting outreach to clients regarding health care coverage options and vigorously pursuing enrollment for clients into health care coverage for which they may be eligible (e.g., Medicaid, private insurance, etc.). **Provide, in a table format, data on clients who are uninsured and living in poverty.** Include the following information: (1) The number and percentage of persons who are enrolled in Medicaid, Medicare, and marketplace exchanges; (2) The number and percentage of persons without health care coverage; include those without Medicaid or Medicare; (3) The number and percentage of persons living at or below 138 percent and 300 percent of the 2022 FPL; and the number and percentage of persons living between 300 percent and 500 percent of the 2022 FPL.

### 3.2.2 PROGRAM and WORK PLAN (20 POINTS)

- Describe Applicant's procedures for incoming and outgoing referrals for services.
  - Clearly delineate where Applicant expects clients to come from (i.e. incoming referrals). Include information on current referral sources.
  - Summarize the services that clients served by the proposed program will be referred to (i.e. outgoing referrals), applicant's process of making such referrals and the methods that will be used to assure that clients receive the services to which they are referred.
- Describe Applicant's procedures to verify client eligibility and re-certification. Include information on process and procedures for gathering eligibility documents for clients receiving services during the 30 day grace period. Applicant **MUST** ensure clients are assisted in obtaining eligibility documents before the thirty (30) day grace period ends to ensure clients continue to access Ryan White services.
- Describe the scope(s) of the proposed program and identify activities that will be used to achieve the scopes(s). Activities indicate the tasks that **MUST** be completed to achieve the scope(s) and **MUST** be specific, measurable, realistic, and time-phased. The activities serve as the operating steps for the project. The scope(s) **MUST** indicate the estimated number of clients to be served. **A Work Plan MUST be completed for all proposed scope(s) of service.**
- Applicants **MUST** provide a description of the systems, policies, processes and plans they employ to ensure requirements in each component as listed in the following charts is met: 1) services, 2) personnel, 3) standards and quality assurance measures. Responses **MUST** be provided for **each** category in which applicant is requesting funding.

<b>CATEGORY</b>	<b>AIDS Pharmaceutical Assistance (local)</b>
<b>PAYMENT</b>	Actual Cost of Medications – Plus Dispensing Fee
<b>DEFINITION</b>	AIDS Pharmaceutical Assistance (local) includes local pharmacy assistance programs implemented by the Part A program to provide access to long-term medications to HIV/AIDS clients. Local pharmacy assistance programs are <b>not</b> funded with ADAP earmark funding.
<b>SERVICES</b>	This program will pay for approved pharmaceuticals for individuals ineligible for any other payment source and may be used for co-payments (Medicare Part D, private insurance co-payments, etc.). This service category may also be used to augment approved state-operated pharmaceuticals payment/reimbursement programs (ADAP, PAP, etc.). Medication <b>MUST</b> be purchased at the lowest possible cost, preferably public health service guidelines or 340B pricing. Failure to participate, or failure to plan to participate in 340B pricing within 120 days of funding will eliminate organizations from eligibility to be awarded funding in the AIDS Pharmaceutical Assistance (local) service category.
<b>PERSONNEL</b>	Bachelor's degree preferred or equivalent experience or pharmacy tech certification under the supervision of a pharmacist.
<b>STANDARDS</b>	<ol style="list-style-type: none"> <li>1. Service providers dispensing medications <b>SHALL</b> adhere to all local, state and federal regulations and maintain current licenses required to operate as a medication dispensary in the State of Louisiana.</li> <li>2. In addition to licensing requirements, pharmacist and pharmacy will adhere to: <ul style="list-style-type: none"> <li>• Each prescription is dispensed/delivered within two (2) working days (including mail orders).</li> <li>• Available label descriptions in Spanish when necessary.</li> <li>• A procedure to voice complaints or grievances with service. Grievances <b>MUST</b> be maintained as required by licensure.</li> <li>• Confidentiality statement signed by pharmacy employees.</li> </ul> </li> </ol>
<b>QUALITY ASSURANCE</b>	<ol style="list-style-type: none"> <li>1. The client is assessed for eligibility of Louisiana AIDS Drug Assistance Program (LADAP)</li> <li>2. Screening of clients for continued eligibility of ADAP program is done 2 or more times in the measurement year.</li> <li>3. Client charts have documentation of Louisiana Medicaid application, ACA insurance application, LADAP application or prior denial documentation</li> <li>4. Prescriptions filled are the most cost-efficient medications provided by pharmacy dispensing</li> <li>5. Clients are screened for medication adherence and counseled if not adherent.</li> <li>6. Clients have access to long-term (over 60 days) medications through the LPAP program that are not on the State ADAP formulary as medically indicated by their HIV provider and/or primary care provider.</li> </ol>

CATEGORY	Ambulatory / Outpatient Medical Care
<b>PAYMENT</b>	Fee for Service
<b>DEFINITION</b>	<p>Outpatient/Ambulatory medical care (health services) is the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight.</p> <p>Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). <i>Primary medical care</i> for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care <b>MUST</b> include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.</p>
<b>SERVICES</b>	Office-based or clinic-based medical care given to HIV+ individuals in an outpatient setting by or under the direction of a licensed physician, physician assistant, nurse practitioner or registered nurse. Services focus on appropriate medical intervention, continuous health care and/or chronic disease care over time as the patient's condition progresses.
<b>PERSONNEL</b>	<ol style="list-style-type: none"> <li>1. Individual clinicians SHALL have documented unconditional licensure/certification in his/her particular area of practice.</li> <li>2. Service providers SHALL employ clinical staff members that are knowledgeable and experienced regarding their area of clinical practice as well as in the area of HIV/AIDS clinical practice. Clinicians MUST have a minimum of three years of demonstrable experience providing comprehensive infectious disease care to low income persons with HIV. Clinicians MUST have admitting privileges at local hospitals or they MUST have a formal method of tracking in-patient care through a contractual arrangement with another provider to admit patients and round on the agencies behalf or through the use of a HIV qualified hospitalist to monitor inpatient care of the RW Part A Client. All staff without direct experience with HIV/AIDS SHALL be supervised by an employee who has such experience.</li> <li>3. Staff participating in the direct provision of services to patients MUST satisfactorily complete all appropriate CEUs based on individual licensure requirements.</li> <li>4. Provider/Agency SHALL be accredited/licensed to deliver services.</li> </ol>
<b>STANDARD</b>	<ol style="list-style-type: none"> <li>1. Service providers SHALL have an established quality assurance/performance improvement plan.</li> <li>2. Outpatient Ambulatory Medical Care provided will adhere to the current PHS Guidelines regarding on-going health care specific to: <ol style="list-style-type: none"> <li>a) HIV Viral Load (VL) Monitoring,</li> <li>b) HIV Viral Load Suppression,</li> <li>c) Medical Visit Frequency, and</li> <li>d) Gap in HIV Medical Visits</li> </ol> </li> <li>3. Treatment SHALL be offered and delivered according to most recent Public Health Service (PHS) guidelines for the treatment of people with HIV/AIDS.</li> <li>4. Basic laboratory tests are ordered per PHS guidelines.</li> <li>5. Assessment of treatment adherence and counseling, which adhere to current PHS guidelines.</li> <li>6. Clients are assessed for risk behaviors and receive risk reduction counseling to reduce secondary transmission of HIV.</li> <li>7. Clients receive referrals for Oral Health Care annually.</li> <li>8. Wait time of seven (7) or fewer business days for a RW program-eligible patient to receive a medical appointment.</li> <li>9. Doctor visit wait times of 15-30 minutes or less for a RW program –eligible patient to receive primary medical care services.</li> <li>10. Schedule appointments for patients discharged from hospital within 10 days after hospital discharge.</li> <li>11. Clients receive tobacco screening and tobacco cessation counseling</li> </ol>
<b>QUALITY ASSURANCE</b>	<ol style="list-style-type: none"> <li>1. Percentage of patients will have an appointment within 7 business days or fewer.</li> <li>2. Percentage of patients with wait times of less than 30 minutes to see a doctor or nurse practitioner.</li> <li>3. Percentage of patients with follow up appointments within 10 days after hospital discharge.</li> <li>4. Percentage of client charts indicating adherence to PHS and HHS guidelines.</li> </ol>

<b>CATEGORY</b>	<b>Case Management (Non-Medical)</b>
<b>PAYMENT</b>	Cost Reimbursement
<b>DEFINITION</b>	<p>Case Management (non-Medical) includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Nonmedical case management does not involve coordination and follow-up of medical treatments, as medical case management does.</p> <p>Key activities of non-medical case management include, but are not limited to:</p> <ol style="list-style-type: none"> <li>Providing information and assistance with linkage to medical case management and psycho-social services as needed.</li> <li>Advocating on behalf of clients to decrease service gaps and remove barriers to services.</li> <li>Helping and empowering clients to develop and utilize independent living skills and strategies.</li> <li>Providing unbiased and ethical services.</li> <li>Helping clients with applications for all other resources available for their service needs.</li> </ol> <p>Activities that are not included in non-medical case management include, but are not limited to, activities that are related to medical care/treatment or adherence.</p>
<b>PERSONNEL</b>	<ol style="list-style-type: none"> <li>All case managers will meet the qualifications for the position as outlined in the Agency's job description. The minimum requirements are: <ol style="list-style-type: none"> <li>A minimum of an Associate's Degree from an accredited college or university; <b>and/or</b></li> <li>Case Managers without an Associate's Degree from an accredited college or university; may be granted a waiver from these quantifications by the Administrative agency; <b>and/or</b></li> <li>A minimum of two year paid work experience with persons with HIV/AIDS or other catastrophic illness preferred; <b>and/or</b></li> <li>State or National certification from a recognized state/national certification organization and/or licensing organization preferred (i.e. LBSW, LMSW, LCSW, LPC, LMFT, LCDC, etc.); <b>or</b></li> <li>Case managers employed prior to March 1, 2009 and who did not meet the minimum qualifications listed above may be granted a waiver from these qualifications by the Administrative Agency; <b>and</b></li> <li>Knowledge and training in assessment of needs, formulation of care plans, monitoring of care plans and evaluation of case pro files; <b>and</b></li> <li>Extensive knowledge of community resources and services.</li> </ol> </li> <li>Each agency staff person who provides direct services to clients <b>SHALL</b> be properly trained in case management. Supervisors will be a degreed or licensed individual (by the State of Louisiana) in the fields of health, social services, mental health, or a related area, preferably Master's Level.</li> <li>Twenty-four (24) hours of annual training are required for all employees. The 24 hours <b>SHALL</b> include fifteen (15) hours of medical training, six (6) hours of psychosocial training and three (3) hours of quality management training.</li> </ol>
<b>STANDARD</b>	<ol style="list-style-type: none"> <li>Inform the client of: <ol style="list-style-type: none"> <li>all services available AND</li> <li>all Ryan White funded case management agencies in the area</li> <li>what client can expect if s/he enrolls in case management services;</li> </ol> </li> <li>Establish client eligibility for services;</li> <li>Establish acuity score using scale to determine needs of client;</li> <li>Make initial contact with client and/or referring agent within five (5) working days of receiving request for services;</li> <li>Provide enrollment within ten (10) working days of initial contact;</li> <li>Refer the client to another agency in the event of a waiting list or any capacity constraints prohibiting an agency from serving a client immediately.</li> <li>Case managers SHALL ensure that, to the greatest extent possible, clients who leave care are linked with appropriate services to meet their needs.</li> </ol>
<b>QUALITY ASSURANCE</b>	<p>Percentage of client charts with documentation of initial contact within five (5) working days of request for services.</p> <p>Percentage of client charts with documentation of an assessment and annual re-assessments.</p> <p>Percentage of client charts with documentation of discharge or case closure note.</p> <p>Percentages of client charts with documentation of clients who leave care are linked to appropriate services.</p>



<b>CATEGORY</b>	<b>Oral Health Care</b>
<b>PAYMENT</b>	Fee For Service
<b>DEFINITION</b>	Oral health care includes diagnostic, preventive, and therapeutic services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries, and other trained primary care providers.
<b>SERVICES</b>	<ul style="list-style-type: none"> <li>• Services will include routine dental examinations, prophylaxis, x-rays, fillings, endodontist, and basic oral surgery (simple extractions) and will be capped at \$3,000.00 per unduplicated client per grant year and \$3,500 for oral health surgery or specialty care.</li> <li>• Emergency procedures will be treated on a walk-in basis as availability and provisions allow. If provider cannot provide adequate services for emergency care, the patient will be referred to a hospital emergency room.</li> <li>• Cosmetic dentistry for cosmetic purposes only is prohibited.</li> </ul>
<b>PERSONNEL</b>	<p>Dentists <b>MUST</b> be licensed and accredited as specified by the Louisiana State Board of Dentistry (LSBD).</p> <p>Dental hygienists <b>MUST</b> be licensed and accredited as specified by the LSBD.</p> <p>Dental assistants <b>MUST</b> register with the LSBD within one year if they administer x-rays.</p> <p>Staff Vaccinations:</p> <ol style="list-style-type: none"> <li>Hepatitis B required as defined by the LSBD</li> <li>Tuberculosis tests at least every 12 months for all staff is strongly recommended</li> <li>OSHA guidelines <b>MUST</b> be met to ensure staff and patient safety</li> </ol> <p>Service providers <b>SHALL</b> employ staff (i.e., receptionists, schedulers, file clerks, etc.) that is knowledgeable and experienced regarding their area of practice as well as in the area of HIV/AIDS. All staff without direct experience with HIV/AIDS <b>SHALL</b> be supervised by one who has such experience.</p> <p>Dental hygienists and assistants <b>MUST</b> perform all services to patients under supervision of a licensed dentist.</p> <p>Provider/Agency <b>SHALL</b> be accredited and/or licensed to deliver dental services.</p>
<b>STANDARD</b>	<p>Provider obtains and documents HIV primary care provider contact information for each patient.</p> <p>Provider collects and documents health history information for each patient once per measurement year with updates as medically appropriate prior to providing care.</p> <p>Patient <b>MUST</b> have an initial comprehensive oral exam and then periodic recall oral evaluation at least twice each year.</p> <p>A comprehensive, multi-disciplinary Oral Health treatment plan will be developed in conjunction with the patient within 12 months of initial intake. Treatment plan will be updated every six (6) months.</p> <p>Provider <b>MUST</b> provide patient oral health education once each year</p> <p>Oral hygiene instructions (OHI) should be provided to each patient</p> <p>Clients who require oral surgery for extractions are provided follow up instructions from oral surgeon for care and treatment upon discharge</p>
<b>QUALITY ASSURANCE</b>	<p>Percentage of client charts with documentation of HIV primary care provider contact information.</p> <p>Percentage of client charts with documentation of health history of client once per measurement year.</p> <p>Percentage of client charts with documentation of initial comprehensive exam and oral evaluation at least twice a year.</p> <p>Percentage of client charts with documentation of a comprehensive oral health treatment plan.</p> <p>Percentage of client charts with documentation of soft tissue exam.</p> <p>Percentage of client charts with documentation of oral health education received.</p> <p>Percentage of client charts with documentation of a periodontal screen at least once a year.</p>

<b>CATEGORY</b>	<b>Early Intervention Services (EIS) (Continued on next page)</b>
<b>PAYMENT</b>	Cost Reimbursement
<b>DEFINITION</b>	Early Intervention Services (EIS) is the identification of individuals at points of entry, access to services and provision of: HIV Testing and Targeted counseling; Referral services; Linkage to care; and Health education and literacy training that enable clients to navigate the HIV system of care. All four components <b>MUST</b> be present, but Part A funds to be used for HIV testing only as necessary to supplement, <b>not supplant</b> , existing funding. Ryan White funds may not be used for HIV testing without Recipient approval.
<b>SERVICES</b>	Early Intervention Services (EIS) are the provision of a combination of services that include the following services as related to HIV/AIDS: counseling, testing, referrals, and other clinical and diagnostic services designed and coordinated to bring individuals with HIV disease into the local HIV continuum of care. These services <b>MUST</b> focus on expanding key points of entry and documented tracking of referrals. Counseling, testing, and referral activities are designed to bring HIV positive individuals into Ambulatory/Outpatient Medical Care. The goal of EIS is to decrease the number of underserved individuals with HIV/AIDS by increasing access to care. EIS also provides the added benefit of educating and motivating clients on the importance and benefits of getting into care. Individuals found to be HIV negative should be referred to appropriate prevention services.
<b>PERSONNEL</b>	<p>The agency's facility(ies) <b>SHALL</b> be appropriately licensed or certified as required by the State of Louisiana and the Division of Human Development and Services, for the provision of HIV Early Intervention Services, including phlebotomy services.</p> <p>Staff providing care and/or counseling services to clients participating in the Early Intervention program <b>MUST</b> be trained to provide these services to recently diagnosed HIV/AIDS clients and to PLWHs who know their status and are not in care. They also <b>MUST</b> receive supervision by a senior member with experience and skill in the field.</p> <p>The minimum requirements for Early Intervention Specialists are:</p> <ol style="list-style-type: none"> <li>A bachelor's (required) or master's degree (preferred) in social work from a program accredited by the Louisiana State Board of Social Work Examiners; OR</li> <li>A bachelor's (required) or master's degree (preferred) in nursing (RN) currently licensed in Louisiana by the Board of Nurse Examiners (one year of paid experience will substitute for the degree); OR</li> <li>One (1) year of paid post-degree experience in direct service to HIV target population.</li> </ol> <p>The minimum requirements for Peer Advocates are:</p> <ol style="list-style-type: none"> <li>A high school diploma or General Educational Development (GED) certificate.</li> <li>Receiving HIV-related medical care.</li> </ol> <p>All agency staff that provide direct-care services <b>SHALL</b> possess:</p> <ul style="list-style-type: none"> <li>Louisiana State current certification as an HIV Prevention counselor, or advanced training/experience in the area of HIV/infectious disease specialty;</li> <li>HIV early intervention skills and abilities as evidenced by training, certification, and/or licensure, and documented competency assessment; and</li> <li>The skills necessary to work with a variety of health care professionals, medical case managers, and interdisciplinary personnel.</li> </ul> <p>A minimum of sixteen (16) additional hours of orientation training <b>MUST</b> cover orientation to the target population and the HIV service delivery system in the Baton Rouge Transitional Grant Area (TGA), including but not limited to:</p> <ol style="list-style-type: none"> <li>The full complement of HIV/AIDS services available within the TGA</li> <li>How to access such services [including how to ensure that particular subpopulations are able to access services (i.e., undocumented individuals)]</li> <li>Ryan White Service Standards (Universal and Service Category Standards)</li> <li>Education on applications for eligibility under entitlement and benefit programs other than Ryan White services will be included and periodically updated as changes occur.</li> </ol> <p>Twenty-four (24) hours of annual training are required for all employees. The 24 hours <b>SHALL</b> include fifteen (15) hours of medical training, six (6) hours of psychosocial training and three (3) hours of quality management training.</p> <p>The Community Health Worker (CHW) training is required for all Peer Advocates. Peer Advocates <b>SHALL</b> receive 1-2 weeks of pre-service training with a practicum, so that peers can spend part of their time in formal training and part working with provider on defined tasks that help them apply key knowledge and skills.</p>

	<p>Additional training for Peer Advocates <b>SHALL</b> include the following topics:</p> <ul style="list-style-type: none"> <li>• Ryan White legislation, allowable services, policies, and guidelines;</li> <li>• Navigating the system of HIV care –understanding the system and points of entry, barriers to care, and building and maintaining relationships with providers;</li> <li>• Multicultural awareness, sensitivity, and competence, including the ability to communicate with diverse clients in culturally appropriate ways;</li> <li>• Techniques for developing trust with PLWH who are newly diagnosed and those who know their status but are not in care;</li> <li>• Maintaining professional boundaries, both in client relationships and boundaries needed to protect the health of the peer;</li> <li>• Problem solving and crisis management-including when to seek clinical advice or intervention;</li> <li>• Confidentiality and privacy, including HIPAA requirements;</li> <li>• Providing emotional support, encouragement, and guidance to PLWH to help them deal with issues related to living with the disease;</li> <li>• Self-management;</li> <li>• Self-disclosure</li> <li>• Communication skills including active listening, motivational interviewing, and responding to emotion, as well as culturally competent communication</li> </ul>
<b>STANDARD</b>	<ol style="list-style-type: none"> <li>1. Service Provider <b>SHALL</b> have as its primary goal bringing/returning clients to care.</li> <li>2. Service Provider <b>SHALL</b> provide access to information and assessments to allow for the identification of urgent health issues/need.</li> <li>3. Service Provider <b>SHALL</b> provide client education concerning the HIV disease process, risk reduction, and maintenance of the immune system.</li> <li>4. Service Provider <b>SHALL</b> develop an initial care plan in direct cooperation and agreement with the client that identifies client needs, resources, goals, and planned course of action to meet immediate needs, and revise the plan as necessary.</li> <li>5. Service Provider <b>SHALL</b> maintain and coordinate care plan to enable transfer to primary medical case management.</li> <li>6. EIS programs will ensure that clients are connected to Primary Medical Care within 7 Days of initial intake.</li> <li>7. EIS programs will make available mental health and psychosocial support services performed by a master's level social worker and/or other appropriate licensed healthcare provider or counselor. Services will be provided in accordance with the National Association of Social Workers' Code of Ethics.</li> <li>8. Peer Based EIS Programs will make system navigation available to ensure PLWH are linked to a medical provider and a medical case manager as soon as possible after diagnosis or identification, and to help PLWH learn how to request, access, and use needed services, including how referrals are handled, how to make appointments, how to request a change in provider where necessary, and what services are readily available and which may be difficult to obtain; this includes accompanying clients to appointments (especially first appointments with a provider).</li> <li>9. Peer Based EIS Programs will provide coaching/mentoring and support to help clients overcome problems and fears and become committed to and engaged in care, deal with setbacks, gain confidence in their ability to manage the disease; this requires being accessible to the client when difficulties arise.</li> </ol>
<b>QUALITY ASSURANCE</b>	<p>Percentage of client charts with documentation of physical exam and assessment.</p> <p>Percentage of client charts with documentation of HIV specific education.</p> <p>Percentage of client charts with documentation of initial care plan.</p> <p>Percentage of client charts with documentation of primary care visit within 7 days of initial intake.</p> <p>Percentage of client charts with documentation of mental health and psychosocial support services screening, or referral for screening, and/or assessment.</p> <p>Percentage of newly enrolled EIS clients with access, as indicated, to counseling and crisis intervention services.</p> <p>Percentage of newly enrolled EIS clients will have documented coaching/mentoring and support services.</p>

<b>CATEGORY</b>	<b>Health Insurance Premium and Cost Sharing Assistance</b>
<b>PAYMENT</b>	Actual cost
<b>DEFINITION</b>	Health Insurance Assistance (HIA) is funded to assist eligible individuals with their continuity of health insurance, including medical care co-payments, insurance deductibles and premiums, as required under their individual insurance coverage.
<b>SERVICES</b>	This program provides timely payment to cover the cost of medical care co-payments, to pay monthly installments for insurance premiums and insurance deductibles. Medical care co-payments, premiums and insurance deductibles are provided to eligible persons who have Medicaid, Medicare, Pre-existing Condition Insurance Plan, private insurance, or other benefit programs. Premiums for dental and vision plans may be included, if part of a general insurance plan. Medication co-payments are not covered under this service. To be eligible for insurance premium assistance clients with incomes between 100 to 400 percent of the Federal Poverty Level who may qualify for premium tax credits and/or cost-sharing reductions <b>MUST</b> accept premium tax credit at the time of enrollment in the health care coverage marketplace.
<b>PERSONNEL</b>	<p>Service providers <b>SHALL</b> employ staff who are able to comprehend various health insurance policies' schedule of benefits, knowledgeable and have experience in insurance reimbursement and have a general understanding of the system of health care delivery within the TGA as well as statewide and nationally.</p> <p>Agency <b>MUST</b> ensure clients are buying health coverage that, at a minimum, includes at least one drug in each class of core antiretroviral therapeutics from the Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services.</p> <p>Agency <b>MUST</b> assess and compare the aggregate cost of paying for the health coverage option versus paying for the aggregate full cost for medications and other appropriate HIV outpatient/ambulatory health services.</p> <p>Agency <b>MUST</b> ensure orientation process and orientation completed by all new staff.</p>
<b>STANDARD</b>	<p>Provider agency has clearly stated, written guidelines that list all criteria, including allowable extenuating circumstances, used to determine if a client is eligible for health insurance premium or cost sharing assistance. Services are made available to all individuals who meet HIPCSA program eligibility requirements.</p> <p>Provider agency pays routine requests for payment within 14 days.</p> <p>Agency follows written guidelines, without exception, for all requests.</p> <p>Provider agency pays emergency requests for payment within 48 hours.</p> <p>Agency sends notice to case manager that payment has been made within 5 days after check is sent.</p>
<b>QUALITY ASSURANCE</b>	<p>Percentage of client charts with documentation of payments within 14 days.</p> <p>Percentage of client charts with documentation of emergency payments made within 48 hours.</p> <p>Percentage of client charts with documentation of case manager receiving notice of payment within 5 days after check is sent.</p>

<b>CATEGORY</b>	<b>Housing Services</b>
<b>PAYMENT</b>	At cost
<b>DEFINITION</b>	Housing services involve the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care.
<b>SERVICES</b>	<ol style="list-style-type: none"> <li>1. Housing referral services, short-term temporary housing, and emergency rental assistance will be transitional in nature and are for the purpose of maintaining an individual or family in a long-term, stable living situation. The housing strategy plan will be conducted at intake to identify, assist in relocation, and/or ensure the individual or family is moved to, or capable of maintaining a long-term stable living situation.</li> <li>2. Emergency housing assistance (rental vouchers, eviction prevention, short-term rental assistance); emergency shelter stays; temporary/transitional housing programs; residential treatment; temporary assisted living</li> <li>3. Ryan White Part A Housing assistance is limited to up to \$600 twice a year.</li> <li>4. MAI Housing assistance is \$600 per month up to 6 months.</li> </ol>
<b>PERSONNEL</b>	Bachelor's degree preferred. Minimum qualifications for position as described in the Agency position description. A minimum of one year paid work experience with persons with HIV/AIDS or other catastrophic illness. Extensive knowledge of community resources and services and how to access those programs.
<b>STANDARD</b>	<ol style="list-style-type: none"> <li>1. Service provider will conduct an initial housing assessment of the presenting problems/needs of the client.</li> <li>2. Client will be assessed for ongoing status and outcome of the housing plan.</li> <li>3. Search, placement and advocacy services to seek housing will be provided.</li> <li>4. Housing assistance payment is made out to the appropriate vendor in the exact amount listed on bill and is authorized for pick up by the client or the client's primary case manager. No payment may be made directly to clients, family or household members.</li> <li>5. Each client will be informed of third party payer application requirements.</li> <li>6. A service plan identifying clear, time-measured objectives evaluated on a quarterly basis will be on file at provider agency and case management agency.</li> </ol>
<b>QUALITY ASSURANCE</b>	<ol style="list-style-type: none"> <li>1. Percentage of clients with an HIV diagnosis who were homeless or unstably housed in the 12 month measure linked to housing services</li> <li>2. Percentage of clients who demonstrate improved money management skills.</li> <li>3. Percentage of clients with stabilized housing</li> <li>4. Percentage of clients with fewer barriers to stable housing</li> </ol>

<b>CATEGORY</b>	<b>Emergency Financial Assistance (EFA)</b>
<b>PAYMENT</b>	Actual Cost
<b>DEFINITION</b>	Emergency financial assistance (EFA) is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, food (including groceries, food vouchers, and food stamps) and medication when other resources are not available.
<b>SERVICES</b>	<ol style="list-style-type: none"> <li>1. Part A EFA programs in the TGA cover limited financial assistance to pay for <u>short term</u> (2 months or less) medications, food, rental application fees, and essential utilities to include electricity, gas, and water/sewerage and propane gas.</li> <li>2. EFA is a yearly max of \$3,900 per client. Utilities are up to \$300 twice a year and food is up to \$100 twice a year. Medications have a yearly max of \$3,000. Rental application fee up to \$100.00 per year.</li> <li>3. No funds may be used for any expenses associated with the ownership or maintenance of a privately owned motor vehicle.</li> <li>4. Applicants <b>MUST</b> demonstrate that an unexpected hardship has left them seriously short of money so that they cannot pay their utility bills or purchase medications without assistance and risk disconnection of service.</li> </ol>
<b>PERSONNEL</b>	Bachelor's degree preferred. Minimum qualifications for position as described in the Agency position description. A minimum of one year paid work experience with persons with HIV/AIDS or other catastrophic illness. Extensive knowledge of community resources and services.
<b>STANDARD</b>	<ol style="list-style-type: none"> <li>1. Service provider will conduct an assessment of the presenting problems/needs of the client with HIV-related emergency financial issue.</li> <li>2. Client will be assessed for ongoing status and outcome of the emergency assistance plan.</li> <li>3. Emergency financial assistance payment is made out to the appropriate vendor in the exact amount listed on bill and is authorized for pick up by the client or the client's primary case manager. No payment may be made directly to clients, family or household members.</li> <li>4. Each client will be informed of third party payer application requirements.</li> <li>5. Agencies providing EFA medications <b>MUST</b> develop policies and procedures to pursue all feasible alternative revenue systems (e.g., pharmaceutical company patient assistance programs) before requesting reimbursement through EFA.</li> <li>6. All completed requests for assistance <b>SHALL</b> be approved or denied within three (3) working days.</li> </ol>
<b>QUALITY ASSURANCE</b>	<ol style="list-style-type: none"> <li>1. Percentage of client charts with documented evidence of emergency need of HIV medication are able to receive short term medication assistance with limited use of EFA for 2 months or less</li> <li>2. Percentage of client charts with documented evidence of awaiting HIP approval, receive assistance with short term medication co-pays allowable through EFA.</li> <li>3. Percentage of client charts with documented assessment of the presenting problems/needs of the client.</li> <li>4. Percentage of client charts with documentation of resolution of the emergency status and referrals made with outcome results in client files.</li> <li>5. Percentage of client charts with documentation of Louisiana Medicaid application, ACA insurance application, LAHAP application or prior denial documentation.</li> </ol>

<b>CATEGORY</b>	<b>Medical Case Management Services</b>
<b>PAYMENT</b>	Cost Reimbursement
<b>DEFINITION</b>	<p>Medical Case Management Services (including treatment adherence) are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include: (1) initial assessment of service needs, (2) development of a comprehensive, individualized service plan, (3) coordination of services required to implement the plan, (4) client monitoring to assess the efficacy of the plan, and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact and any other forms of communication.</p>
<b>SERVICES</b>	<p>Provision of services focused on maintaining HIV-infected persons in systems of primary medical care to improve HIV-related health outcomes. Medical Case Managers act as part of a multidisciplinary medical team, with a specific role of assisting clients in following their medical treatment plan. Medical Case Managers should not serve as gatekeepers or access points into medical care, as the goal of this service is the development of knowledge and skills that allow clients to adhere to the medical treatment plan without the support and assistance of the Medical Case Manager. The Medical Case Manager should be a licensed professional (e.g., RN, LMSW). Programs providing Medical Case Management (MCM) that meet the requirements of this definition with experienced unlicensed staff may apply for a limited waiver of this provision.</p> <p>MCM <b>MUST</b> include a comprehensive assessment of need, the development of a service plan to address client needs, client referral to appropriate providers based on need and service plan, interventions to address client issues such as medication compliance, adherence and risk reduction, as well as patient education.</p>
<b>PERSONNEL</b>	<p>Medical case management services <b>MUST</b> be provided by trained professionals, including both medically credentialed and other health care staff who provide a range of client centered services that result in a coordinated care plan which links clients to medical care, psychosocial, and other services. They will meet the qualifications for the position as outlined in the Agency's job description. The minimum requirements are:</p> <ul style="list-style-type: none"> <li>A. A bachelor's (required) or master's degree (preferred) in social work from a program accredited by the Louisiana State Board of Social Work Examiners; OR</li> <li>B. A bachelor's (required) or master's degree (preferred) in nursing (RN) currently licensed in Louisiana by the Board of Nurse Examiners (one year of paid experience will substitute for the degree); OR</li> <li>C. One (1) year of paid post-degree experience in direct service to HIV target population.</li> </ul> <p>A medical case management supervisor <b>MUST</b> meet the <i>minimum</i> qualifications for education and experience listed below:</p> <ul style="list-style-type: none"> <li>A. A bachelor's (required) or master's degree (preferred) in social work from a program accredited by the Louisiana State Board of Social Work Examiners (LABSWE) and two years of paid post degree experience in providing case management services; OR</li> <li>B. A bachelor's (required) or master's degree (preferred) in nursing (RN) (one year of experience will substitute for the degree) and two years of paid post degree experience in providing case management services; OR</li> <li>C. A bachelor's (required) or master's degree (preferred) in a human service related field which includes: psychology, education, counseling, social services, sociology, philosophy, family and consumer sciences, criminal justice, rehab services, child development, substance abuse, gerontology, and vocational rehabilitation and two years of paid post degree experience in providing case management services; OR</li> <li>D. A bachelor's in liberal arts or general studies with concentration of at least sixteen (16) hours in one of the fields listed in item C of this part and two (2) years of paid post degree experience in providing medical case management services.</li> </ul>

	<p>A minimum of sixteen (16) additional hours of orientation training <b>MUST</b> cover orientation to the target population and the HIV service delivery system in the Baton Rouge TGA including but not limited to:</p> <ul style="list-style-type: none"> <li>e. The full complement of HIV/AIDS services available within the, including non-Ryan White funded agencies</li> <li>f. How to access such services [including how to ensure that particular subpopulations are able to access services (i.e., undocumented individuals)]</li> <li>g. Ryan White Service Standards (Universal and Service Category Standards)</li> <li>h. Education on applications for eligibility under entitlement and benefit programs other than Ryan White services will be included and periodically updated as changes occur</li> </ul> <ul style="list-style-type: none"> <li>• Twenty-four (24) hours of annual training are required for all employees. The 24 hours <b>SHALL</b> include fifteen (15) hours of medical training, six (6) hours of psychosocial training and three (3) hours of quality management training.</li> <li>• The medical training <b>SHALL</b> cover the Division of Human Development and Services (DHDS) required topics of Medical Adherence, HIV Disease Process, Oral Health, Risk Reduction/Prevention Strategies (including Substance Abuse Treatment) and Nutrition. A suggested additional topic may be End-of-Life issues. Medical training <b>SHALL</b> also include training on documentation.</li> <li>• The psychosocial training <b>SHALL</b> include the topics of AIDS and the law, medically related federal and state benefits programs (e.g. Social Security, Medicare, and Medicaid).</li> </ul> <ul style="list-style-type: none"> <li>• Each medical case management agency <b>MUST</b> have and implement a written plan for supervision of all medical case management staff.</li> <li>• Supervisors <b>MUST</b> review ten (10) percent or thirty (30) records, whichever is less, sample of each medical case manager's case records each month for completeness, compliance with these standards, and quality and timeliness of service delivery.</li> <li>• Medical case managers <b>MUST</b> be evaluated at least annually by their supervisor according to written Agency policy on performance appraisals.</li> </ul> <p>A Medical Case Management Supervisor may supervise a maximum of eight (8) full-time medical case managers or a combination of full-time medical case managers and other professional-level human services staff. A supervisor <i>may</i> carry one-eighth of a caseload for each medical case manager supervised fewer than eight (8).</p>
<p><b>STANDARD</b></p>	<p>The medical case manager conducts a face-to-face assessment of the client's needs.</p> <p>Within three (3) working days of enrollment, an intake <b>SHALL</b> be completed to evaluate the client's needs, including, but not limited to the following: Medical history and current health/primary care status; Available financial resources (including insurance status) with emphasis on Medicaid, ADAP, SSI and other resources; Availability of food, shelter, and transportation; Available support system; Need for legal assistance; Substance abuse history and status; and Emotional/mental health history and status.</p> <p>The intake should be reviewed with the client as evidenced by the completed service plan.</p> <p>The medical case manager <b>SHALL</b> work with the client to develop an individual care plan within ten (10) working days of the first face-to-face meeting with the client. Care Plans are re-assessed every 4-6 months for full eligibility, financial, and support services every 6 months.</p> <p>The individual care plan will be a written comprehensive plan of intervention made up of goals and measurable objectives prepared with the participation of the client with the primary objective to include potential barriers to adherence to antiretroviral or other therapies and continued medical follow-up. Care plans are signed and dated by the Medical Case Manager and client.</p> <p>Medical case managers ensure that all client needs are identified by assessment and acuity, and prioritized so that the most important services for clients are made available as soon as possible.</p>
<p><b>QUALITY ASSURANCE</b></p>	<p>Clients who are prescribed ART are screened for medication adherence.</p> <p>Clients with documented high acuity scores show a reduced acuity level at the 6-month care plan review.</p> <p>Percentage of client charts with documentation of two (2) or more medical visits in the measurement year.</p> <p>Percentage of client charts with high acuity score at initial intake show a reduced acuity score at 6 month care plan review.</p>



<b>CATEGORY</b>	<b>Medical Transportation Services</b>
<b>PAYMENT</b>	Actual Cost
<b>DEFINITION</b>	Medical Transportation Services include conveyance services provided, directly or through voucher, to a client so that he or she may access core medical services and support services.
<b>SERVICES</b>	Activities of Medical Transportation include: <ul style="list-style-type: none"> <li>a) Agency Conveyance</li> <li>b) Bus Passes/Tokens</li> <li>c) Taxi cab services (invoiced to provider at cost)</li> </ul>
<b>PERSONNEL</b>	<ol style="list-style-type: none"> <li>1. Drivers for agency conveyance will have received training in universal precautions and infection control appropriate to their duties.</li> <li>2. All drivers have current Louisiana driver's licenses for the type of vehicle driven as well as levels of liability insurance required by state law and funding sources</li> <li>3. Drivers MUST have verified driving records, receive a drug screen and background check.</li> <li>4. A signed statement from the drivers agreeing to safe driving practices is on file. This statement is to include the consequences of violating the agreement.</li> </ol>
<b>STANDARD</b>	<ol style="list-style-type: none"> <li>1. The agency provides clients with information on transportation limitations, clients' responsibilities for accessing transportation, and the agency's responsibilities for providing transportation.</li> <li>2. Screening for other transportation resources utilizing the Transportation Assessment Form are documented, i.e., Medicaid eligible clients using Medicaid transportation program, etc.</li> </ol> Transportation logs document no shows and Case Managers are notified.
<b>QUALITY ASSURANCE</b>	Percentage of client charts with documentation of information provided to client regarding rights and responsibilities for accessing transportation and safety. Percentage of client charts with documentation of screening with Transportation Assessment Form. Percentage of client charts with documentation of no shows in transportation log. Percentage of client charts with documentation of access and maintenance of clients in medical care, mental health and substance abuse services.

<b>CATEGORY</b>	<b>Mental Health Services</b>
<b>PAYMENT</b>	Cost Reimbursement
<b>DEFINITION</b>	Mental health services are psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.
<b>SERVICES</b>	Mental health counseling services includes intensive mental health therapy and counseling (individual and family) provided solely by Mental Health Practitioners licensed in the State of Louisiana. Counseling services may include general mental health therapy, counseling, bereavement support for clients as well as non-HIV infected family members or significant others. Crisis counseling and referral will be available to clients and care givers. Medical services are provided by a licensed medical, board certified psychiatrist.
<b>PERSONNEL</b>	<p>All staff providing direct mental health services to clients <b>MUST</b> be licensed and qualified within the laws of the State of Louisiana to provide mental health services in one of the following professions: Licensed Clinical Social Worker; Licensed Master Social Worker (LMSW) who is employed by or volunteer for an agency not owned in total or part by the LMSW and who is under a clinical supervision plan; Marriage and family therapist; Licensed professional counselor; Psychologist; Psychiatrist; Psychiatric nurse; Psychotherapist ; Counselor in Training (CIT) supervised by an appropriate licensed/certified professional.</p> <p>At least two years' experience in HIV or another catastrophic illness preferred.</p> <p>A mental health supervisor <b>MUST</b> be a licensed clinical mental health practitioner.</p> <p>Provider <b>SHALL</b> have an established, detailed staff orientation process. Orientation <b>MUST</b> be provided to all staff providing direct services to patients within thirty (30) working days of employment, including at a minimum: Crisis intervention procedures; Service Standards; Confidentiality; Documentation in case records (CAREWare training); Consumer Rights and Responsibilities; Consumer abuse and neglect reporting policies and procedures; Professional Ethics; Emergency and safety procedures; Data Management and record keeping; Review of job description; Occupational Safety and Health Administration (OSHA) regulations pertaining to substance abuse in the workplace, and The Americans With Disabilities Act As Amended (ADAAA).</p> <p>Staff participating in the direct provision of services to patients <b>MUST</b> satisfactorily complete all appropriate CEUs based on individual licensure requirements at a minimum.</p> <p>Each mental health service provider <b>MUST</b> have and implement a written plan for regular supervision of all licensed staff.</p>
<b>STANDARD</b>	<p>An appointment will be scheduled within three (3) working days of a client's request for mental health services. In emergency circumstances, an appointment will be scheduled within twenty-four (24) hours. If service cannot be provided within these time frames, the Agency will offer to refer the client to another organization that can provide the requested services in a timelier manner.</p> <p>A comprehensive assessment including the following will be completed within 10 days of intake or no later than and prior to the third counseling session</p> <p>A treatment plan <b>SHALL</b> be completed within 30 days that is specific to individual client needs.</p> <p>Progress notes are completed for every professional counseling session</p> <p>Discharge planning is done with each client after 30 days without client contact or when treatment goals are met</p> <p>Clients accessing Psychiatric care are medically adherent and are engaged in their psychiatric treatment plans.</p> <p>Clients are assessed and verified for engagement in medical care. Assessed initially, then re-assessed and documented every 3 months.</p>
<b>QUALITY ASSURANCE</b>	<p>Percentage of client charts with documentation of an appointment scheduled within three working days of mental health service.</p> <p>Percentage of client charts with documentation of a comprehensive assessment within 10 days of intake.</p> <p>Percentage of client charts with documentation of a treatment plan completed within 30 days.</p> <p>Percentage of client charts with documentation of progress notes for every professional counseling session.</p> <p>Percentage of client charts with documentation of discharge planning completed with each client after 30 days without client contact or when treatment goals are met.</p>

<b>CATEGORY</b>	<b>Substance Abuse Services—Outpatient</b>
<b>PAYMENT</b>	Cost Reimbursement
<b>DEFINITION</b>	Substance Abuse Services—Outpatient is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) provided in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.
<b>SERVICES</b>	<p>Provision of treatment and/or counseling addresses substance abuse and addiction/dependency for alcohol and other drugs. Services consist of outpatient treatment, counseling, social detoxification and/or referral to medical detoxification (including methadone treatment) when necessary as appropriate to the client. A goal of the continuum of substance abuse treatment is to encourage individuals to access primary medical care and adhere to HAART as well as other treatments indicated. All treatment providers will have specific knowledge, experience, and services regarding the needs of persons with HIV/AIDS.</p> <p>Examples of services include regular, ongoing substance abuse treatment and counseling on an individual and/or group basis by a state-licensed provider. Services <b>MUST</b> include provision of or links to the following: social and/or medical detoxification when necessary, recovery readiness, harm reduction, 12-step model, rational recovery approach model, aftercare, mental health counseling to reduce depression, anxiety and other disorders associated with substance abuse, medical treatment for addiction, and drug-free treatment and counseling. These services will include women with children and persons with disabilities.</p>
<b>PERSONNEL</b>	<p>All staff providing direct substance abuse counseling or treatment services to clients will meet the qualifications for the position as outlined in the agency’s job description and <b>SHALL</b> include the following:</p> <ul style="list-style-type: none"> <li>• Licensed by the State of Louisiana to provide substance abuse counseling (e.g., LPC, LCSW, LMSW, LMFT, LCDC, CDAC, licensed clinical psychologist), or a Counselor in Training (CIT) supervised by an appropriate licensed/certified professional, <b>AND</b></li> <li>• Two years’ experience in HIV or other catastrophic illness and continuing education in HIV, <b>AND</b></li> <li>• One year experience in family counseling as pertaining to substance abuse, <b>AND</b></li> <li>• Non-violent crisis intervention training, <b>AND</b></li> <li>• Professional liability coverage for individuals and for the agency, <b>AND</b></li> <li>• At least three (3) hours annually of cultural competency training as required in the Universal Service Standards regarding populations who have an incidence of HIV infection in the TGA (e.g., ethnic, gay/lesbian/bisexual/transgender, women, homeless, adolescents, sex trade workers, deaf/hard of hearing, drug cultures), <b>AND</b></li> <li>• Training in mental health issues and knowing when to refer a client to a mental health program/counselor, <b>AND</b></li> <li>• Supervision as required by licensure.</li> </ul> <p>A substance abuse treatment supervisor <b>SHALL</b>, at a minimum, be a Master’s level professional (e.g., LPC, LMSW, or Licensed Clinical Psychologist) licensed by the State of Louisiana and qualified to provide supervision per applicable licensing rules.</p> <p>Each substance abuse treatment provider <b>MUST</b> have and implement a written plan for regular supervision of all staff by a licensed supervisor/Qualified Credentialed Counselor (QCC) in accordance with all applicable laws and regulations.</p> <p>The provider agency <b>MUST</b> be a licensed hospital or a licensed facility with outpatient treatment designation and <b>MUST</b> comply with the rules and standards established by the State of Louisiana.</p> <p>Provider agency <b>MUST</b> be in compliance with the Americans with Disabilities Act as Amended (ADAAA) to indicate full accessibility by all clients. If not in compliance at the time of funding, agency <b>MUST</b> demonstrate a plan, including timeline, to become compliant within the funding period.</p> <p>Provider agency <b>MUST</b> have at least one person on staff with current certification in CPR and first aid on the premises at all times services are rendered (RN and MD can be substituted for first aid).</p> <p>Provider agency <b>MUST</b> develop and implement policies and procedures for handling crisis situations and psychiatric emergencies.</p>
<b>STANDARD</b>	An appointment will be scheduled within three (3) working days of a client requesting substance abuse treatment services. In emergency circumstances, appointments will be scheduled within one (1) working day. If services cannot be provided within these time frames, the agency will offer to refer the clients to another organization to provide the requested services in a timelier manner.

	<p>Treatment plans <b>MUST</b> be completed no later than five (5) working days of admission and the client <b>MUST</b> be provided a copy of the plan. Individual or group therapy should be based on professional guidelines. Supportive and educational counseling should include prevention of HIV-related risk behaviors including substance abuse as clinically indicated. Treatment plan <b>SHALL</b> be reviewed at a minimum midway through treatment or at least every 12 sessions and <b>MUST</b> reflect ongoing reassessment of client's problems, needs and response to therapy.</p>
	<p>Case conferences with members of the client's multi-disciplinary team <b>SHALL</b> be held as appropriate.</p>
	<p>Clients demonstrate decreased drug use frequency or maintenance of decreased drug use in a 6-month time frame through urine or blood drug screens or self-report.</p>
<p><b>QUALITY ASSURANCE</b></p>	<p>Percentage of client charts with documentation of multi-disciplinary case conferences.  Percentage of client charts with documentation of appointment scheduled within three working days of service request.  Percentage of client charts with documentation of intake and assessment.  Percentage of client charts with documentation of psychosocial history assessment.  Percentage of client charts with documentation of a treatment plan completed within five working days.  Percentage of client charts with documentation of treatment plan review midway or at least every 12 sessions.  Percentage of clients show decreased drug use frequency or maintenance of decreased drug use in a 6 month time frame.</p>

<b>CATEGORY</b>	<b>Other Professional Services (Legal Services)</b>
<b>PAYMENT</b>	Unit Cost
<b>DEFINITION</b>	Legal advice and services provided on behalf of the HIV infected person and involving legal matters related to or arising from their HIV condition. Legal services are the provision of services to individuals with respect to powers of attorney, do-not-resuscitate orders and interventions necessary to ensure access to eligible benefits such as SSI disability, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under Ryan White Program.
<b>SERVICES</b>	These services include but are not limited to: expungement services, preparation of powers of attorney, living wills, interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White HIV/AIDS Program, and Permanency planning for an individual or family where the responsible adult is expected to pre-decease a dependent ( <i>usually a minor child</i> ) due to HIV/AIDS; includes the provision of social service counseling or legal counsel regarding (1) the drafting of wills or delegating powers of attorney, and (2) preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption.
<b>PERSONNEL</b>	<p>All legal counsel services <b>MUST</b> be performed by trained professional staff. Attorneys <b>MUST</b> have current licensure and hold certification through the Boards and Commissions, Bar Association, Louisiana State (LASCBA).</p> <p>Paralegal staff or other employees <b>MUST</b> be qualified to hold the position in which they are employed. Law students, law school graduates, and other legal professionals will be supervised by a qualified licensed attorney. Non-licensed staff <b>MUST</b> be supervised by a qualified licensed attorney.</p> <p>A minimum of sixteen (16) additional hours of orientation training <b>MUST</b> cover orientation to the target population and the HIV service delivery system in the Baton Rouge TGA including but not limited to:</p> <ol style="list-style-type: none"> <li>The full complement of HIV/AIDS services available within the, including non-Ryan White funded agencies</li> <li>How to access such services [including how to ensure that particular subpopulations are able to access services (i.e., undocumented individuals)]</li> <li>Ryan White Service Standards (Universal and Service Category Standards)</li> <li>Education on applications for eligibility under entitlement and benefit programs other than Ryan White services will be included and periodically updated as changes occur</li> <li>Cultural Competency and Trauma Informed Care</li> </ol>
<b>STANDARD</b>	<ol style="list-style-type: none"> <li>Clients accessing legal services are medically adherent.</li> <li>Clients accessing legal services for pre-decease permanency planning have legal counsel or social service counseling available for drafting of wills or delegating powers of attorney.</li> <li>Clients accessing legal services who are not in medical care are referred to Early Intervention Services and/or Medical Case Management agencies to link into the continuum.</li> </ol>
<b>QUALITY ASSURANCE</b>	<p>Percentage of client charts with permanency planning have plan to draft will and/or power of attorney</p> <p>Percentage of client charts with documentation of referral to Early Intervention Services and/or Medical Case Management</p> <p>Percentage of client charts with documentation of medical adherence</p>

<b>CATEGORY</b>	<b>Psychosocial Support</b>
<b>PAYMENT</b>	Cost reimbursement
<b>DEFINITION</b>	Support for Psychosocial Support Services in the Baton Rouge TGA include: HIV support groups. <b>Note:</b> Funds under this service category <b><i>may not</i></b> be used to provide nutritional supplements.
<b>SERVICES</b>	To provide psychosocial support and education to clients with needs related to or arising from the clients' HIV/AIDS disease.
<b>PERSONNEL</b>	Staff and volunteers providing psychosocial support will be trained in core competencies: <ul style="list-style-type: none"> <li>• Active listening and other one-on-one support skills</li> <li>• Group facilitation</li> <li>• Conflict de-escalation/resolution</li> <li>• Roles and responsibilities of peer emotional support and the difference between this service and other services</li> <li>• Client assessment skills</li> </ul> HIV co-morbidities, symptoms, medications, interactions and side effects Staff and volunteers providing psychosocial support will receive continuing education in the following areas: <ul style="list-style-type: none"> <li>• Current treatment modalities</li> <li>• Co-morbidities</li> </ul> Designated mental health professional will be available for staff consultation.
<b>STANDARDS</b>	<ol style="list-style-type: none"> <li>1. Completion of referrals and necessary follow-up is provided for all RW clients receiving psychosocial services.</li> <li>2. Staff or volunteers providing psychosocial support will include discussions about access and engagement in primary care in group discussions.</li> <li>3. All clients receiving Psychosocial group services will have a group service plan developed or updated annually.</li> <li>4. All clients receiving Psychosocial group services will have an individual service plan developed or updated annually</li> </ol>
<b>QUALITY ASSURANCE</b>	Percentage of client charts with documentation of referrals and necessary follow-up. Percentage of client charts with documentation of discussions about access and engagement in primary care and case management in group discussions. Percentage of client charts with documentation of an individual plan developed and updated annually. Percentage of client charts with documentation of a service plan developed and updated annually.

<b>CATEGORY</b>	<b>Housing Services</b>
<b>PAYMENT</b>	At cost
<b>DEFINITION</b>	Housing services involve the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care.
<b>SERVICES</b>	Housing referral services, short-term temporary housing, and emergency rental assistance will be transitional in nature and are for the purpose of maintaining an individual or family in a long-term, stable living situation. The housing strategy plan will be conducted at intake to identify, assist in relocation, and/or ensure the individual or family is moved to, or capable of maintaining a long-term stable living situation.  Ryan White Part A Housing assistance is limited to up to \$600 twice a year.  MAI Housing assistance is \$600 per month up to 6 months.
<b>PERSONNEL</b>	Bachelor's degree preferred. Minimum qualifications for position as described in the Agency position description. A minimum of one year paid work experience with persons with HIV/AIDS or other catastrophic illness. Extensive knowledge of community resources and services.
<b>STANDARD</b>	<ol style="list-style-type: none"> <li>1. Service provider will conduct an assessment of the presenting problems/needs of the client with HIV-related emergency financial issue.</li> <li>2. Client will be assessed for ongoing status and outcome of the emergency assistance plan.</li> <li>3. No payment may be made directly to clients, family or household members.</li> <li>4. Each client will be informed of third party payer application requirements.</li> <li>5. A service plan identifying clear, time-measured objectives evaluated on a quarterly basis will be on file at provider agency and case management agency.</li> </ol>
<b>QUALITY ASSURANCE</b>	<p>Percentage of clients receiving housing assistance with fewer barriers to stable housing.</p> <p>Percentage of clients with stabilized housing.</p> <p>Percentage of clients who demonstrate improved money management skills.</p> <p>Percentage of clients who were homeless or unstably housed during the 12 month measure was linked to housing services.</p>

<b>CATEGORY</b>	<b>Linguistic Services</b>
<b>PAYMENT</b>	At cost
<b>DEFINITION</b>	Linguistic Services provide interpretation and translation services, both oral and written, to eligible clients. These services <b>MUST</b> be provided by a qualified linguistic services provider as a component of HIV service delivery between the healthcare provider and the client. These services are to be provided when such services are necessary to facilitate communication between the provider and client and/or support delivery of RWHAP-eligible services.
<b>SERVICES</b>	<p>Linguistic Services include:</p> <ul style="list-style-type: none"> <li>• <u>Interpreter Services</u>: the activity of providing an oral session of interpreter service;</li> <li>• <u>Translation Services</u>: the activity of translating policies, procedures, and other materials for the client; and</li> <li>• <u>Sign Language Interpretation Services</u>: those services provided to deaf and/or hard of hearing people living with HIV and eligible family members.</li> </ul> <p>Services provided <b>MUST</b> comply with the National Standards for Culturally and Linguistically Appropriate Services (CLAS).</p> <p>Services are intended to be inclusive of all cultures and sub-cultures and not limited to any particular population group or sets of groups. They are especially designed to assure that the needs of racial, ethnic, and linguistic populations severely impacted by the HIV epidemic receive quality, unbiased services.</p>
<b>PERSONNEL</b>	<p>Interpreters and translators employed with Ryan White funds have appropriate training and hold relevant State and/or local certification.</p> <p>Services may only be provided by a qualified linguistic, both oral and written, provider. Interpreters are able to communicate fluently in American Sign Language and certified by the Registry of interpreters for the Deaf, the American Consortium of Certified interpreters or the National Association of the Deaf.</p>
<b>STANDARD</b>	<p>Agency has contracts with translators that reflect the language and hearing disabilities of the client population.</p> <p>Agency has policy outlining documentation procedures for the provision of linguistic services.</p> <p>Client files will have documented evidence in the client assessment of need of linguistic services for interpretation/translation needs in order to communicate with the healthcare provider and/or receive appropriate services.</p> <p>Agencies <b>SHALL</b> provide translation/interpretation services for the date of scheduled appointment per request submitted and will document the type of linguistic service provided in the client's primary record.</p>
<b>QUALITY ASSURANCE</b>	<p>Percentage of clients with documented evidence of need of linguistic services as indicated in the client's assessment.</p> <p>Percentage of client files with documented evidence of interpretive/translation services provided for the date of service requested.</p> <p>Percentage of clients report satisfaction with availability and quality of interpreter services they received.</p>



<b>CATEGORY</b>	<b>Outreach</b>
<b>PAYMENT</b>	Cost reimbursement
<b>DEFINITION</b>	<p>Outreach Services is designed to identify individuals who do not know their HIV status and/or individuals who know their status and are not in care and help them to learn their status and enter care.</p> <p>Outreach programs <b>MUST</b> be:</p> <ul style="list-style-type: none"> <li>• Planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort</li> <li>• Targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection</li> <li>• Targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior</li> <li>• Conducted at times and in places where there is a high probability that individuals with HIV infection will be reached</li> <li>• Designed to provide quantified program reporting of activities and results to accommodate local evaluation of effectiveness</li> </ul> <p><b>NOTE:</b> Funds may not be used to pay for HIV counseling and testing or HIV prevention education. Broad activities such as providing “leaflets at a bus stop or a poster at a bus shelter or tabling at a health fair would not meet the intent of the Ryan White Outreach service.</p>
<b>SERVICES</b>	Identify individuals through outreach who are at high risk of HIV and to refer those individuals into care and treatment services (such as Early Intervention Services (EIS), Primary Medical Care (PMC) and Medical Case Management (MCM). Continue to reach individuals who know their HIV status but are not actively in treatment. Targeting populations known to be at disproportionate risk for HIV infection, as demonstrated through local epidemiologic data.
<b>PERSONNEL</b>	<p>Each agency staff person who provides direct services to clients <b>SHALL</b> be properly trained in outreach services.</p> <p>Minimum qualifications for position as described in the Agency position description.</p> <p>A minimum of one year paid work experience with persons with HIV/AIDS or other catastrophic illness.</p> <p>Extensive knowledge of community resources and services.</p> <p>Each outreach supervisor, staff, and volunteer <b>SHALL</b> hold a valid Louisiana driver’s license and proof of liability insurance, if needed, to carry out work responsibilities.</p> <p>Each case management agency <b>MUST</b> have and implement a written plan for supervision of all outreach staff.</p> <p>Within the first (3) months of hire, 16 hours of training for new staff and volunteers <b>SHALL</b> be given, which includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>-Specific HIV-related issues</li> <li>• Substance abuse and treatment</li> <li>• Mental health issues</li> <li>• Domestic violence</li> <li>• Sexually transmitted diseases</li> <li>• Partner notification</li> <li>• Housing Services</li> <li>• Adolescent health issues</li> <li>• Commercial sex workers</li> <li>• Incarcerated/recently released</li> <li>• Gay/lesbian/bisexual/transgender concerns</li> </ul> <p>A minimum of sixteen (16) additional hours of orientation training <b>MUST</b> cover orientation to the target population and the HIV service delivery system in the Baton Rouge Transitional Grant Area (TGA), including but not limited to:</p> <ol style="list-style-type: none"> <li>a. The full complement of HIV/AIDS services available within the TGA</li> <li>b. How to access such services [including how to ensure that particular subpopulations are able to access services (i.e., undocumented individuals)]</li> <li>c. Ryan White Service Standards (Universal and Service Category Standards)</li> </ol> <p>Education on applications for eligibility under entitlement and benefit programs other than Ryan White services will be included and periodically updated as changes occur.</p>

<b>STANDARDS</b>	Service providers <b>SHALL</b> document the design, implementation, target areas and populations, and outcomes of outreach activities.
	Service providers <b>SHALL</b> document and provide data showing that all RFP and contract requirements are being met with regard to program design, targeting, activities, and use of funds.
	Provides financial and program data demonstrating that no outreach funds are being used to pay for HIV counseling and testing, to support broad-scope awareness activities, or to duplicate HIV prevention outreach efforts.
	Identified HIV positive individuals will be referred to Early Intervention Services or Medical Case Management provider to facilitate transition to Primary Medical Care. Outreach providers <b>SHALL</b> follow-up with agencies to which clients were referred.
	CARE: The Service Provider <b>SHALL</b> : A. Operate its outreach program under a structured referral process, ensuring that contacts are referred to EIS or MCM; B. Be flexible regarding the hours during which outreach activities are conducted to ensure that appropriate and effective contacts are most likely to be made; and C. Review the nature and purpose of each referral.
	PROVIDER CONTINUITY: The Service Provider <b>SHALL</b> : A. Maintain written documentation of all outreach contacts and referrals that are made and any follow-up with outreach contacts that were conducted; B. Regularly follow up and collaborate with service providers to whom outreach contacts were referred to determine whether the contacts accessed medical care and/or other services to ensure that they continue receiving said services and to avoid duplication and to prevent client abuse of the care system; C. Maintain written documentation of each follow up and the results thereof; and D. Plan and deliver outreach services in coordination with state and local HIV prevention outreach activities.
	Providers <b>MUST</b> establish formal referral relationships and linkages to EIS, MCM, and NMCM in the HIV continuum of care as appropriate. Outreach should work to expand the provider network to include relationships with local points of entry, both short and long term. Outreach providers will partner with community based access points to identify and refer HIV positive clients not in care into the EIS and/or MCM continuum of care.
<b>QUALITY ASSURANCE</b>	100% of clients identified as HIV positive are referred to EIS and/or MCM. Percentage of client charts with documentation of referrals and any follow-up. Percentage of client charts with documentation of discharge upon successful referral to EIS or MCM provider.

## PART IV. PERFORMANCE STANDARDS

### 4.1 Performance Requirements

Eligible expenditures will be reimbursed on a monthly basis upon review and approval from the Division of Human Development and Services for concurrent review and disbursement. Reimbursements will be paid according to monthly expenditures for services rendered, but may never exceed the amount awarded in the contract. Sub-recipients are accountable for the accuracy of all information forwarded to the Division of Human Development and Services for review.

### 4.2 Performance Measurement/Evaluation

Recipient will conduct on-site and remote monitoring to determine sub-recipient's ability and performance in providing contracted services. Reports from sub-recipient should be submitted timely and **MUST** be accurate.

## PART V. FEDERAL CLAUSES

The following clauses are mandatory if federal funds are utilized. Applicants **MUST** sign all Certifications & Assurances (see Appendix A).

### **5.1 CIVIL RIGHTS**

Both parties **SHALL** abide by the requirements of Title VII of the Civil Rights Act of 1964, and **SHALL** not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties **SHALL** take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, disability, familial status or national origin, and **SHALL** take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties **SHALL** also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

### **5.2 ANTI-KICKBACK CLAUSE**

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

### **5.3 CLEAN AIR ACT**

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

### **5.4 ENERGY POLICY AND CONSERVATION ACT**

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

### **5.5 CLEAN WATER ACT**

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

### **5.6 ANTI-LOBBYING AND DEBARMENT ACT**

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

**ATTACHMENTS**  
**APPENDIX A Certifications & Assurances**

**Assurances Form**

By signing and submitting this proposal, the applicant organization certifies compliance with the following assurances in the event that Ryan White funds are awarded:

- Assurance that Applicant will provide services without regard to ability to pay or the current or past health condition of an individual and in settings accessible to low-income persons; and funds awarded not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.
- Assurance that Applicant will provide outreach to low-income persons to inform them of the availability of services.
- Assurance that Applicant will not discriminate against persons eligible for services on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, or sexual orientation.
- Assurance that Applicant will provide information to clients, either verbally or in print, on use of condoms and risk avoidance/reduction behaviors for sharing of intravenous needles, or make referrals to other agencies that will do so.
- Assurance that drug-free workplace guidelines are or will be in place in agency at time of funding award in accordance with Federal Regulation 45 CFR part 76.
- Assurance that Applicant will maintain the confidentiality of client records.
- Assurance that Applicant will comply with Federal Regulation 45 CFR part 76 regarding debarment and suspension.
- Assurance that agency understands specified restrictions on the use of grant award funds.

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Date

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Applicant Organization

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Signature and Title of Authorized Official

**Certification Concerning Lobbying**

DEPARTMENT OF HEALTH AND HUMAN SERVICES U.S. PUBLIC HEALTH SERVICE

The Undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or influencing organization attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned **SHALL** complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned **SHALL** require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients **SHALL** certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification **SHALL** be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_  
Name and Title of Official Signing for Organization

\_\_\_\_\_  
Telephone of Organization

\_\_\_\_\_  
Signature of Official

## Compliance with American Disabilities Act of 1990

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Name of Applicant

guarantees and assures, with respect to the operation of the program and activities outlined in this proposal and all agreements or arrangements to carry out such program or activities for which financial assistance may be awarded in any subsequent subcontract, that will comply fully with the Americans with Disabilities Act of 1990 (ADA) and any and all Regulations promulgated thereunder. The Applicant understands that failure to comply with this requirement **SHALL** be sufficient cause to terminate any contract existing between the Applicant and the City of Baton Rouge on behalf of the Division of Human Development and Services Ryan White Program.

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Signature of Person Authorized to Represent Applicant

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Printed Name and Title

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Date Signed

## **APPENDIX B: CATEGORY DEFINITIONS RYAN WHITE PART A AND MINORITY AIDS INITIATIVE SERVICE**

The following service definitions have been revised in accordance with *Policy Clarification Notice 16-02 Eligible Individuals and Allowable Uses of Funds for Discretely Defined Categories of Services*. This document represents an attempt to combine previous service category definitions and the most recent Policy on Uses of Funds into a useable format for Recipients, planning bodies, and providers

For more detail and additional guidance, please refer to the Ryan White Part A Program Guidance and the complete *Policy Clarification Notice 16-02*

### **CORE MEDICAL SERVICES**

#### **AIDS PHARMACEUTICAL ASSISTANCE**

*Description:*

AIDS Pharmaceutical Assistance services fall into two categories, based on RWHAP Part funding.

1. Local Pharmaceutical Assistance Program (LPAP) is operated by RWHAP Part A or B recipient or sub-recipient as a supplemental means of providing medication assistance when an ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

RWHAP Part A or B recipients using the LPAP service category **MUST** establish the following:

- Uniform benefits for all enrolled clients throughout the service area
- A recordkeeping system for distributed medications
- An LPAP advisory board
- A drug formulary approved by the local advisory committee/board
- A drug distribution system
- A client enrollment and eligibility determination process that includes screening for ADAP
- LAPS eligibility with rescreening at minimum of every six months
- Coordination with the state's RWHAP Part B ADAP
- A statement of need should specify restrictions of the state ADAP and the need for the LPAP program
- Implementation in accordance with requirements of the 340B Drug Pricing Program and the Prime Vendor Program

#### **EARLY INTERVENTION SERVICES (EIS)**

*Description:*

The RWHAP legislation defines EIS for Parts A, B, and C. See § 2651(e) of the Public Health Service Act.

*Program Guidance:*

The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. RWHAP Part recipients should be aware of programmatic expectations that stipulate the allocation of funds into specific service categories.

- RWHAP Parts A and B EIS services **MUST** include the following four components:
  - Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV infected
    - Recipients **MUST** coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts
    - HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources
  - Referral services to improve HIV care and treatment services at key points of entry
  - Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care
  - Outreach Services and Health Education/Risk Reduction related to HIV diagnosis

## **HEALTH INSURANCE PREMIUM & COST SHARING ASSISTANCE FOR LOW-INCOME INDIVIDUALS**

### *Description:*

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program. For purposes of this service category, health insurance also includes standalone dental insurance. The service provision consists of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services, and pharmacy benefits that provide a full range of HIV medications for eligible clients; and/or
- Paying standalone dental insurance premiums to provide comprehensive oral health care services for eligible clients; and/or
- Paying cost sharing on behalf of the client.

To use RWHAP funds for health insurance premiums assistance (not standalone dental insurance assistance), a RWHAP Part recipient **MUST** implement a methodology that incorporates the following requirements:

- RWHAP Part recipients **MUST** ensure that clients are buying health coverage that, at a minimum, includes at least one drug in each class of core antiretroviral therapeutics from the Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services.
- RWHAP Part recipients **MUST** assess and compare the aggregate cost of paying for the health insurance option versus paying for the full cost for medications and other appropriate HIV outpatient/ambulatory health services to ensure that purchasing health insurance is cost effective in the aggregate, and allocate funding to Health Insurance Premiums and Cost Sharing Assistance only when determined to be cost effective.

To use RWHAP funds for standalone dental insurance premium assistance, an RWHAP Part recipient **MUST** implement a methodology that incorporates the following requirement:

- RWHAP Part recipients **MUST** assess and compare the aggregate cost of paying for the standalone dental insurance option versus paying for the full cost of HIV oral health care services to ensure that purchasing standalone dental insurance is cost effective in the aggregate, and allocate funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective.



## **MEDICAL CASE MANAGEMENT, INCLUDING TREATMENT ADHERENCE SERVICES**

### *Description:*

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

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented services above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

### *Program Guidance:*

Medical Case Management services have as their objective improving health care outcomes whereas Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services.

Visits to ensure readiness for, and adherence to, complex HIV treatments **SHALL** be considered Medical Case Management or Outpatient/Ambulatory Health Services. Treatment Adherence Services provided during a Medical Case Management visit should be reported in the Medical Case Management services category whereas Treatment Adherence services provided during an Outpatient/Ambulatory Health Services visit should be reported under the Outpatient/Ambulatory Health Services category.

## **MENTAL HEALTH SERVICES:**

### *Description:*

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

### *Program Guidance:*

Mental Health Services are allowable only for HIV-infected clients.

## **ORAL HEALTH CARE**

### *Description:*

Oral Health Care services provide outpatient diagnostic, preventive, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

## **OUTPATIENT/AMBULATORY HEALTH SERVICES**

### *Description:*

Outpatient/Ambulatory Health Services are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings. Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing, including laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis

### *Program Guidance:*

Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit should be reported under the Outpatient/Ambulatory Health Services category whereas Treatment Adherence services provided during a Medical Case Management visit should be reported in the Medical Case Management service category.

## **SUBSTANCE ABUSE OUTPATIENT CARE**

### *Description:*

Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol use disorders. Services included:

- Screening
- Assessment
- Diagnosis, and/or
- Treatment of substance use disorder, including:
  - Pretreatment/recovery readiness programs
  - Harm reduction
  - Behavioral health counseling associated with substance use disorder
  - Outpatient drug-free treatment and counseling
  - Medication assisted therapy
  - Neuro-psychiatric pharmaceuticals
  - Relapse prevention

### *Program Guidance:*

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

Syringe access services are allowable, to the extent that they comport with current appropriations law and applicable HHS guidance, including HRSA- or HAB-specific guidance.

## SUPPORT SERVICES

### EMERGENCY FINANCIAL ASSISTANCE

#### *Description:*

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program.

#### *Program Guidelines:*

Direct Cash Payments to clients are not permitted.

It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of RWHAP funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance.

### HOUSING

#### *Description:*

Housing services provide transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain outpatient/ambulatory health services and treatment. Housing services include housing referral services and transitional, short-term, or emergency housing assistance.

Transitional, short-term, or emergency housing provides temporary assistance necessary to prevent homelessness and to gain or maintain access to medical care. Housing services **MUST** also include the development of an individualized housing plan, updated annually, to guide the client's linkage to permanent housing. Housing services also can include housing referral services: assessment, search, placement, and advocacy services; as well as fees associated with these services.

Eligible housing can include either housing that:

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

#### *Program Guidance:*

RWHAP recipients and sub recipients **MUST** have mechanisms in place to allow newly identified clients access to housing services. RWHAP recipients and sub recipients **MUST** assess every client's housing needs at least annually to determine the need of new or additional services. In addition, RWHAP recipients and sub-recipients **MUST** develop an individualized housing plan for each client receiving housing services and update it annually. RWHAP recipients and sub-recipients **MUST** provide HAB with a copy of the individualized written housing plan upon request.

RWHAP Part A, B, C and D recipients, sub-recipients and local decision making planning bodies are strongly encouraged to institute duration limits to housing services. The U. S. Department of Housing and Urban Development (HUD) defines transitional housing as up to 24 months and HRSA/HAB recommends that recipients and sub-recipients consider using HUD's definition as their standard.

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

Housing services, as described here, replaces the guidance provided in PCN 11-01.

## **LEGAL SERVICES**

See Other Professional Services

## **MEDICAL TRANSPORTATION**

*Description:*

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

*Program Guidance:*

Medical Transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but should not in any case exceed the established rates for Federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Costs for transportation for medical providers to provide care should be categorized under the service category for the service being provided.

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other cost associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

## **NON-MEDICAL CASE MANAGEMENT SERVICES**

*Description:*

Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case Management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medical, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate by the RWHAP Part recipient. Key activities include:

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

*Program Guidance:*

Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services has as their objective improving health care outcomes.

## OTHER PROFESSIONAL SERVICES

### *Description:*

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

- Legal services provided to and/or on behalf of the individual living with HIV and involving legal matters related to or arising from their HIV disease, including:
  - o Assistance with public benefits such as Social Security Disability Insurance (SSDI)
  - o Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the RWHAP
  - o Preparation of:
    - Healthcare power of attorney
    - Durable powers of attorney
    - Living wills
- Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:
  - o Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
  - o Preparation for custody options for legal defendants including standby guardianship, joint custody, or adoption
- Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits

### *Program Guidance:*

Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under the RWHAP.

## OUTREACH SERVICES

### *Description:*

Outreach Services include the provision of the following three activities:

- Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services
- Provisions of additional information and education on health care coverage options
- Reengagement of people who know their status into Outpatient/Ambulatory Health Services

### *Program Guidance:*

Outreach programs **MUST** be:

- Conducted at times and in places where there is a high probability that individuals with HIV infection and/or exhibiting high-risk behavior
- Designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness
- Planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort
- Targeted to populations known, through local epidemiologic data or review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV infection

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

## **PSYCHOSOCIAL SUPPORT SERVICES**

### *Description:*

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

- Bereavement counseling
- Caregiver/respice support (RWHAP Part D)
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (see Medical Nutrition Therapy Services)
- Pastoral care/counseling services

### *Program Guidance:*

Funds under this service category may not be used to provide nutritional supplements (see Food Bank/Home Delivered Meals).

RWHAP-funded pastoral counseling **MUST** be available to all eligible clients regardless of their religious denominational affiliation.

Funds may not be used for social/recreational activities or to pay for a client's gym membership.

## **LINGUISTIC SERVICES**

### *Description:*

Linguistic Services provide interpretation and translation services, both oral and written, to eligible clients. These services **MUST** be provided by qualified linguistic services providers as a component of HIV service delivery between the healthcare provider and the client. These services are to be provided when such services are necessary to facilitate communication between the provider and client and/or support delivery of RWHAP-eligible services.

### *Program Guidance:*

Services provided **MUST** comply with the National Standards for Culturally and Linguistically Appropriate Services (CLAS).

## ATTACHMENT A: 2023 Public Ryan White RFP Checklist

Each Proposer **SHALL** submit:

- one (1) signed original response,
- five (5) copies of the proposal,
- one (1) redacted copy, if applicable (See Section 1.6), and
- one (1) electronic copy on a CD or flash drive with the name of the proposer written on the front.

It is **highly recommended** that all proposals are organized in the order listed:

### A. Cover Letter

### B. Table of Contents

### C. RFP Compliance

1. Financial Proposal
  - a. Narrative Questions
  - b. Line Item Budget
  - c. Budget Narrative and Justification
  - d. Program Income Plan (including 340B revenue)
  - e. Program Income Budget (including 340B revenue)
2. Technical Proposal
  - f. Agency Experience - Narrative Questions
  - g. Program And Work Plan
    - i. Describe how the applicant ensures and documents that all Ryan White Part A and MAI clients served will be linked to or are currently receiving ambulatory/outpatient medical care.
    - ii. Describe how the applicant ensures the care it provides is consistent with the most current Public Health Service (PHS) standards of care and treatment guidelines and all other applicable professional standards.
    - iii. Narrative Questions
    - iv. Work Plan(s) for all proposed scope(s) of service

### D. APPENDIX

1. Certifications & Assurances
  - a. Assurances Form
  - b. Certification Concerning Lobbying
  - c. Compliance with American with Disabilities Act of 1990
2. Proposal Form
3. Bidder's Organization Sheet
4. Insurance Requirements
5. Internal Revenue Service 501(c) 3 tax exempt determination letter
6. Articles of Incorporation
7. Corporate Resolution
8. Most recent Financial Statement and/or OMB Circular A-133 Audit
9. Organizational Chart
10. List of Board of Directors (**MUST** include address, phone and place of employment for each member)
11. Agency board and staff Representation Table
12. Current year operating budget (including funding sources)
13. Current year HIV program budget, including funding sources and amounts for each service category (treatment and prevention)
14. Memoranda of Agreement (for joint proposals only)
15. Resumes for program managers, physicians, nurse practitioners, nurses, case managers, peer advocates, etc. and all other key personnel to be assigned to this project, including those of subcontractors, if any.
16. References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
17. HIV Testing and Awareness Data Form

**ATTACHMENT B: PROPOSAL FORM**

Sealed proposals will be received until 2:00 PM (CST) on October 13, 2023 by the Purchasing Division, City of Baton Rouge/Parish of East Baton Rouge, City Hall, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826 Baton Rouge, LA 70802. Immediately after submission deadline, proposals will be publicly opened in Room 806.

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

The Purchasing Director  
City of Baton Rouge  
Parish of East Baton Rouge Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the **2023 Public Ryan White HIV/AIDS Program (Part A & Minority AIDS Initiative)** as set forth in the following Contract Documents:

1. Notice to Applicants
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda:\_\_\_\_\_ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about \_\_\_\_\_ and **SHALL** be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

(NOTE: may or may not be required for all proposals) Accompanying this proposal is a certified check, cashier's check or a proposal bond representing \$\_\_\_\_\_ payable to the City of Baton



Rouge. If this proposal **SHALL** be accepted and the undersigned **SHALL** fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

**NOTE: This financial proposal SHALL include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.**

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

---

(SIGNATURE)

---

(Typed Name and Title)

## ATTACHMENT C-1: PRICING SCHEDULE

**Cost per service - DHDS** seeks to establish a Cost per service system for all care and treatment service contracts. The purpose is to measure the cost effectiveness of HIV services in the TGA and to improve our service delivery system. Cost per service can also be used as a performance measure or indicator and a guide for internal resource management. All service categories funded with Ryan White Part A Program funds will be required to determine their Cost per service. The City-Parish reserves the right to allow an adjustment in the cost per service up to 20%. Requests for adjustments **MUST** be in writing, based upon a fluctuation in the healthcare industry, and pre-approved by the administrative agent. **Detailed line item budgets MUST be submitted for each individual service category and the cost per service calculated on ATTACHMENT E.**

### Line Item Budget and Budget Justification

**Program Personnel and Fringe Benefits-** For each job title, break out the salary, percentage of time, number of months budgeted, fringe benefits, employee name (if available), and project responsibilities. Fringe benefits **MUST** be based on the agency's established personnel policies. Partial salaries are allowable; however, not less than 25% of any one individual program position will be funded. If only partial salaries are requested, disclose the other source(s) of support for these positions.

**Contractual Services/Consultants** –List and justify all fees to be paid to persons, not on base salary, noting the number of hours devoted to the project and specific responsibilities. Consultant fees will be allowed on a limited basis only, and should not be used in place of staff support. Resumes, examples of the consultants work, and letters of commitment or engagement from the consultant should be appended.

**Project Staff/Volunteer/Client Local PROGRAM Travel-** Outline anticipated trips, purpose of travel, and by whom (by position). Break out costs on a per trip basis, delineating amount for public transportation and mileage reimbursement at the rate established in the agency's policies. If the agency does not have a mileage reimbursement rate established, use the City's rate of .575 cents per mile. **Non-program travel will not be funded.**

**Project Staff Training-** Funds may be used to support specific HIV training which enhances an individual's or an organization's ability to improve the quality of services to affected clients. Outline the specific costs associated with training including who will receive training, what training they will receive and the purpose of the training. Funds in this category are intended to be used to enhance the ability of currently qualified staff to carry out program activities. It is not intended to be used to bring non-qualified staff to certification or accreditation levels. **Non program specific training will not be funded.**

**Equipment and Equipment Service Contracts-** Delineate expenditures for these items as they relate to actual program delivery.

**Supplies-** Delineate expenditures for these items as they relate to actual program delivery.

**Other Project Costs-** Delineate expenditures for other programmatic items related to any outreach activities integral to this project (e.g., telephone, advertising, printing, duplication, and postage). These **MUST** be program related in nature; exclusive of the 10% administrative costs explained below, general operating expenses for such items are not allowable.

**Administrative Costs-** **Costs may not exceed 10% of the total budget.** Administrative costs include the expenses of utilities, bookkeeping and accounting, office rent, and partial salaries for such positions as executive director, office manager, or secretary.

**Total Costs-** Recap and list the total for each line item A through H and calculate the sum of all line items A through H. This figure should equal the amount of funds requested under this RFP.

**Other Resources-** Describe any in-kind resources that the applicant will contribute to this project. Also indicate the type and amount of other sources of funding to support the agency's HIV program. Identify the extent (as a percentage) to which the requested funds make up the total budget of the agency's HIV program. This information is used to obtain a general assessment of the agency's solvency and ability to generate program funds. It is not intended to be used as a sole factor in awarding or denying funding.

**ATTACHMENT C-2: BIDDER'S ORGANIZATION**

**THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER INDIVIDUAL, PARTNERSHIP, ETC.**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.**

**ATTACHMENT C-3: CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED that** said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_ a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Secretary

**ATTACHMENT D: Insurance Requirements**

**CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE:** Consultant and any sub-consultants **SHALL** carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant **SHALL** not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates **MUST** have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis:
  - General Aggregate \$2,000,000
  - Each Occurrence \$1,000,000
- B. Business Auto Policy
  - Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit \$1,000,000
- C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. The City of Baton Rouge and Parish of East Baton Rouge **MUST** be named as additional insured on all general liability policies described above.
- E. Professional Liability coverage for errors and omissions is not required, but Parish **SHALL** have the benefit of any such insurance carried by Consultant. Fidelity bond- minimum ten thousand dollars (\$10,000.00).
- F. Certificates **MUST** provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G. The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge, Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.

**NOTE TO APPLICANTS:**

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

**ATTACHMENT E: Sample Contract**

**2023 Public Ryan White Part A & Minority AIDS Initiative**

This Contract, made and entered into at Baton Rouge, Louisiana, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and \_\_\_\_\_ herein referred to as "Consultant (Service Provider/Contractor, whichever is applicable, may be substituted)".

Consultant **SHALL** provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of \_\_\_\_\_ (designate department contact if not department head or director), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work **SHALL** be fully qualified and **SHALL** be authorized or permitted under state and local law to perform such services.

**SCOPE OF SERVICES:** The services to be rendered by the Consultant for this project **SHALL** be as follows: (generally a brief scope could be written here or reference to an attachment with greater detail would be given.)

**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 is binding on any of the parties.

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

**GENERAL REQUIREMENTS:** With the exception of the services specifically listed to be furnished by the Parish, Consultant **SHALL**, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

**SERVICES TO BE PERFORMED BY THE CITY-PARISH:** The City- Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish **SHALL** provide \_\_\_\_\_ (define City-Parish responsibilities here) when/where necessary, to perform the work.

- A. The City Parish **SHALL** pay the Sub-recipient the sum not to exceed \$ \_\_\_\_\_, notwithstanding any amendment that **SHALL** be agreed upon in writing and approved by the authorized signatories for both parties.
- B. Subject to the limitations upon and the availability of funds provided by HRSA to the Recipient for the performance of the services described in this Contract, the Recipient **SHALL**

reimburse the Sub-recipient the costs and expenses that are described in Attachment 2, which outlines the budget for this contract and which is incorporated by reference herein. It is further agreed that the payment set forth in Attachment 2 **SHALL** be the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by the Recipient, including any and all costs for any and all things or purposes, ensuing under or out of this Contract, irrespective of the nature thereof and notwithstanding any word, statement, or thing contained in or inferred from the provisions of this Contract that might in any light by any person be interpreted to the contrary.

- C. It is expressly understood and agreed that the Recipient **SHALL** receive a Notice of Grant Award from HRSA with which monies the Recipient intends to satisfy its obligations under the provisions of this Contract. The Sub-recipient further understands and agrees that this Contract is contingent upon funding being made available from HRSA to the Recipient for the Contract term. It is expressly understood and agreed that the Recipient has no City-Parish funds available with which to pay its obligations hereunder except funds allocated and received by the Recipient from HRSA under a federal grant awarded to the Recipient. The Recipient **SHALL** not be liable under any circumstances or any interpretations hereof for any costs under this Contract, until and only to the extent that such monies are actually received from HRSA. It **SHALL** be the obligation of the Sub-recipient to assure itself that sufficient funds have been allocated to pay for the services provided. It is further understood that the Recipient **SHALL** not be obligated to pay for any expenses of the Sub-recipient under this Contract that HRSA determines are not reimbursable with federal grant funds. Any disallowed costs **SHALL** be the responsibility of the sub-recipient. The Recipient **SHALL** have no obligation for services rendered by the Sub-recipient which are not performed within the specified period, scope of services, and budget of this contractual agreement. Should the Sub-recipient receive any federal grant funds from the Recipient that HRSA determines are not subject to payment with federal grant funds, the Sub-recipient **SHALL** refund to the Recipient any and all such amounts that have been paid by the Recipient. The Sub-recipient will have no right of action against the Recipient in the event that the Recipient is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, failure, or lack of sufficient funding from HRSA to the Recipient.
- D. The Sub-recipient **SHALL** submit an itemized statement to the Human Development and Services Director, in a form acceptable to the Administrative Agent, setting forth in detail the clients to whom services were provided, the specific services provided hereunder and the cost, compensation and expense reimbursement claimed therefore on or before the last day of the calendar month following the date of service. Such statements **SHALL** be sworn to be true and correct by the Sub-recipient, and **SHALL** show the name and classification of each person performing services pursuant to this Contract, the date or dates that he or she performed said services, the time or times during such day or days that he or she performed said services. The Sub-recipient **SHALL** enter all client services and associated costs/units of service into CAREWare within five working days of the service provision and prior to submitting an itemized statement for payment. The supportive documentation **SHALL** further include such other details of the work, units/duration, and the CAREWare unique client identifier (or other unique identifier) of the clients receiving services hereunder and the expenses claimed as may be required by the Administrative Agent for verification purposes. Further, the Sub-recipient **SHALL** provide copies of any documents, records, or information that may be requested by the Recipient. The Human Development and Services Director or her designee **SHALL** review each such statement and approve it with such modifications, if any, as she may deem appropriate. Subject to the availability of, and limitation upon, available funds and the Recipient's right to withhold payment for costs, compensation, or expenses that it deems inappropriate, the Recipient **SHALL** pay each such statement within thirty (30) calendar days after the Recipient approves the same.

- E. The Recipient is not obligated to pay, and will withhold from payment, any amounts the Recipient has in dispute with the Sub-recipient based on Sub-recipient's non-performance or negligent performance of any of the services under this contract.
- F. The Consolidated Appropriations Act, 2017 (P.L. 115-31), Division H, § 202 states, "None of the funds appropriated in this title **SHALL** be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II." Effective January 2018, the Executive Level II salary limitation is \$189,600.
- G. The Sub-recipient understands and agrees that reimbursement for costs under this Contract **SHALL** be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with Public Health Service, HRSA grant funds. The Recipient **SHALL** pay the Sub-recipient for only those costs that are allowable and reasonable under said rules, regulations, cost principles, and requirements. It is the expectation of the Recipient that the negotiated rates are reflective of industry standards and do not exceed the cost for the Sub-recipient to provide the contracted services. Should the Recipient identify, through auditing or monitoring, that the per-unit rates established for a Sub-recipient exceed actual costs on a per-unit basis; the Recipient has and will exercise the right to recover all excessive costs.
- H. The Sub-recipient **MUST** have an on-going system to ensure that the Ryan White grant is the payer of last resort, and to verify clients' eligibility for payment by third parties including payment by Medicaid/Medicare prior to billing this Contract. The Sub-recipient **MUST** document and retain in its files how each provision of service is necessary because there is no other possible source of funding and show that the Ryan White grant funds are used as the payer of last resort. The Recipient will have the right to withhold all or part of any payments in order to reconcile Medicaid/Medicare or other third party reimbursable expenses inappropriately billed to this Contract.
- I. The Sub-recipient understands and agrees that its receipt of funding under this Contract will not be used to supplant state, local or other federal funds received by the Sub-recipient. The Recipient will have the right to withhold all or part of any payments to the Sub-recipient to offset any reimbursement made to the Sub-recipient for any ineligible expenditures and not refunded to Recipient by the Sub-recipient. Payments to the Sub-recipient may also be denied if required financial reports are not received by Recipient or for failure to respond to financial compliance monitoring reports, or if program requirements are not met as specified in the Scope of Work.
- J. The Sub-recipient further understands and agrees that the Recipient may examine expenditures on a monthly basis and should the Recipient determine that the Sub-recipient will not use all of the funds allocated to the Sub-recipient under this Contract, then the Recipient **SHALL** reduce the amount allocated to the Sub-recipient under this Contract for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other HIV service providers in accordance with the Recipient's procurement procedures. The Recipient will notify the Sub-recipient in writing of its determination to reduce the amount allocated to the Sub-recipient under this Contract and any such determination by the Recipient **SHALL** be final.
- K. In the event of any dispute between the parties regarding the Recipient's payment to Sub-recipient for services rendered under this Contract, the decision of the Recipient regarding such matter **SHALL** be final.



## VI. CLIENT ELIGIBILITY

The intent of the Ryan White law is to serve HIV-positive persons. Sub-recipients receiving Ryan White funds **SHALL** ensure that there are systems in place that document client eligibility. Ryan White contractors **MUST** document initial client eligibility prior to delivering any Ryan White service. If all documents are not collected at the time of initial eligibility, the client has thirty (30) days to provide documents. The Sub-recipient **MUST** make every effort to assist clients in obtaining eligibility documents before the thirty (30) day grace period ends to ensure clients continue to access Ryan White services. The Sub-recipient **MUST** enter the initial eligibility dates into the client's official file and CAREWare record. The Sub-recipient **MUST** substantiate all four (4) required criteria of eligibility in the client's official file and CAREWare record:

- 1) Documentation of positive HIV serostatus (e.g., lab results or physician statements),
- 2) Documentation of income level (to determine persons federal poverty level and whether client is uninsured or underinsured),
- 3) Documentation of residency within the Baton Rouge TGA (Persons receiving services **MUST** be a resident of Ascension, East Baton Rouge, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, West Baton Rouge, or West Feliciana Parish), and
- 4) Documentation of insurance eligibility with third party payers (to determine whether client is eligible for Medicaid, Medicare, VA, or has private insurance).

## VII. REVENUE/PAYER OF LAST RESORT

Ryan White funding **SHALL** not be utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by programs and sources other than Ryan White.

In order to ensure that Ryan White funds are payer of last resort, Sub-recipients **MUST** screen clients for eligibility to receive services through other programs (e.g., Medicaid, Medicare, VA benefits, private health insurance) immediately upon enrollment and annually thereafter. Sub-recipients **MUST** have policies and procedures in place addressing these screening requirements. The Recipient may review these policies and procedures as well as documentation of screening activities and client eligibility as it deems necessary.

**CONTRACT TIME:** The services to be performed under this contract **SHALL** be commenced promptly by the Consultant and **SHALL** be completed as defined in the notice to proceed issued for each event.

**COMMENCEMENT OF WORK:** No work **SHALL** be performed by Consultant and the City-Parish **SHALL** not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

**OWNERSHIP OF DOCUMENTS:** All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, **SHALL** become the property of the City-Parish, and the City-Parish **SHALL** not be restricted in any way whatsoever in its use of such materials.

**DELAYS AND EXTENSIONS:** Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation **SHALL** be allowed for such delays.

**TERMINATION:** The Recipient may, upon thirty (30) calendar days written notice to the Sub-recipient, terminate all or any part of this Contract in any one of the following circumstances:

1. If the Sub-recipient fails to comply with Recipient's reporting requirements, the program objectives, the terms, conditions or standards of this Contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set forth in this Contract;
  2. If the Sub-recipient fails to perform the work and services required by this Contract within the time specified herein or any extension thereof;
  3. If the Sub-recipient fails to correct its noncompliance with any term(s) or provision(s) of this Contract within thirty (30) calendar days (or such extension as authorized by the Recipient in writing) after receiving notice of noncompliance from the Recipient; or
  4. If funds allocated to the Recipient by HRSA should become reduced, depleted or unavailable during the Contract term.
  5. Either party may terminate this contract at any time with or without cause by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub recipient under this Agreement **SHALL**, at the option of the Recipient, become the property of the Recipient and the Sub-recipient **SHALL** be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. In the event of contract termination by Sub-recipient and/or Recipient, all undisbursed inventory supplies purchased in whole or in part with the Ryan White fund **SHALL** become the property of the Recipient. In such event, Sub-recipient **SHALL** provide an accounting of all such undisbursed supplies. Sub-recipient may retain such supplies provided that Recipient is fully reimbursed for the Ryan White costs of such undisbursed supplies.
  6. A Sub-recipient who fails to refer clients to other Sub-recipients who receive Ryan White Part A funds in Region II, are in violation of their Memorandums of Understanding (MOU).
- B. Notwithstanding subparagraph A of this Article VI, the Human Development and Services Director may immediately terminate or suspend this Contract to protect the health and safety of clients.
- C. Notwithstanding subparagraph A of this Article VI, this contract may be terminated upon shorter notice if both parties agree.
- D. Termination of the Contract will be effectuated by delivering to the Sub-recipient a written notice of termination specifying to what extent performance of work under the Contract has been terminated and the effective date of termination. After receipt of said termination notice, the Sub-recipient **SHALL** stop work under the Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Sub-recipient will not incur new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, the Recipient will reimburse the Sub-recipient for costs that were incurred prior to the termination date.

E. Upon termination of this Contract as hereinabove provided, any and all unspent funds that were paid by the Recipient to the Sub-recipient under this Contract **SHALL** be returned to the Recipient.

F. The Recipient may terminate a contract after it is awarded if the Sub-recipient employs, in any capacity, any person who is then currently employed by City of Baton Rouge and Parish of East Baton Rouge, or who has been employed by City of Baton Rouge and Parish of East Baton Rouge within the six months immediately preceding the commencement of employment by the Sub-recipient. For the purposes of this paragraph, the term “employs in any capacity” **SHALL** mean the receipt of services of any kind in exchange for consideration, regardless of whether the person performs the services as an employee, consultant, agent, independent contractor, and sub-contractor or in some other capacity. The Human Development and Services Director may waive this requirement upon written request from the Sub-recipient. The granting of a waiver is at the discretion of the Human Development and Services Director and any such decision by the Human Development and Services Director is final.

**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties **SHALL** be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter **SHALL** be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

**INDEPENDENT CONTRACTOR OBLIGATION:** Consultant **SHALL** be an independent contractor under this contract and **SHALL** assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant **SHALL** perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

**COMPLIANCE WITH APPLICABLE LAWS:** Consultant **SHALL** procure all permits and licenses applicable to the services to be performed and **SHALL** comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant **SHALL** pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**INDEMNITY:** Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider’s operations under this Agreement.

**PERSONAL INTEREST:** Consultant covenants that he presently has no interest and **SHALL** not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest **SHALL** be employed.

**AFFIDAVIT AND CORPORATE RESOLUTION:** Consultant **SHALL** attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

**CIVIL RIGHTS COMPLIANCE:** The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the

Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable **SHALL** be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

**ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS :** If the project is funded in whole or in part by Federal Grants, Consultant **SHALL** comply with the Federal Requirements. Consultant **SHALL** also include these Federal Requirements in any sub-contracts.

**TAXES:** Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, **SHALL** be assumed to be included within the Consultant's cost.

**RIGHT TO AUDIT:** The City-Parish or others so designated by the City-Parish, or other lawful entity **SHALL** have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records **SHALL** be made available during normal working hours for this purpose.

**ASSIGNMENT:** Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

**CONFIDENTIALITY:** The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the State and made available to the Contractor in order to carry 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 City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure **SHALL** be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant **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 Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

**RECORD RETENTION:** The Consultant **SHALL** maintain all records in relation to this contract for a period of at least five (5) years from close of file.

**ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Consultant's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency **SHALL** be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

**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.

**COMPLETE CONTRACT**

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

**IN WITNESS WHEREOF**, the City-Parish and Consultant have executed this contract effective as of the date first written above.

**WITNESSES:**

**CITY OF BATON ROUGE AND  
PARISH OF EAST BATON ROUGE**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Provider

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Typed Name and Title

**ATTACHMENT F: Sample Line Item Budget**

**2023 Public Ryan White Part A & Minority AIDS Initiative**

	Service Categories						
Budget Category	Outpatient/ Ambulatory	Outreach	3	4	5	6	TOTAL
<b>Direct Services:</b>							
Personnel	\$25,000	\$3,000					\$ 28,000
Fringe Benefits	\$7,500	\$800					\$ 8,300
Travel	\$500	\$					\$ 500
Equipment							\$
Supplies	\$100	\$1,500					\$ 1,600
	\$50	\$54,000					\$ 54,050
<b>Total Direct Services</b>	<b>\$33,150</b>	<b>\$59,300</b>					<b>\$ 92,450</b>
<b>Administrative</b>							
Audit							\$ 5,600
Facility							\$ 3,700
<b>Total Administrative</b>							<b>\$ 9,300</b>
# Services	290	2500					
# UDC	70	100					
Cost per Service	\$114.31	\$23.72					
<b>Total Budget</b>							<b>\$ 101,750</b>

**ATTACHMENT G: Program Income Plan (Include 340B revenue)**

Agency Name: \_\_\_\_\_

Grant Year: 2023

<b>Grant</b>	<b>Estimated \$\$ Program Income to Be Earned (FY 2023-2024)</b>	<b>How is Program Income Generated? (Source &amp; Service Category)</b>	<b>Proposed Use of Program Income</b>	<b>How will Program Income be tracked? (Describe methodology below or attach policy)</b>

**ATTACHMENT H: HIV Testing and Awareness Data**

Applicants requesting EIS funding for testing **MUST** complete the chart below which documents HIV Testing and Awareness Data of efforts supported by federal, state, local, and private funds for the previous 12-month period. Applicants may report on the calendar year of January 1, 2022, through December 31, 2022 or a specified grant year beginning in 2021.

Grant type (if applicable): \_\_\_\_\_

Reporting Period: \_\_\_\_\_ through \_\_\_\_\_  
Beginning Ending

<b>Data</b>	<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Private</b>
Total number of HIV <b>tests conducted</b> .				
Total number <b>informed</b> of their HIV status (HIV positive and HIV negative).				
Total number <b>NOT informed</b> of their HIV status (HIV positive and HIV negative).				
Total number of HIV <b>positive tests</b> .				
Total number of HIV <b>positive informed</b> of their HIV status.				
Total number of HIV <b>positive referred</b> to medical care.				
Total number of HIV <b>positive linked</b> to medical care.				
Total number of HIV <b>positive NOT informed</b> of their HIV status.				
Total number of HIV <b>negative tests</b> .				
Total number of HIV <b>negative informed</b> of their HIV status.				
Total number of HIV <b>negative referred</b> to services				
Total number of HIV <b>negative NOT informed</b> of their HIV status.				



**ATTACHMENT I: AGENCY BOARD AND STAFF REPRESENTATION TABLE**

**AGENCY:** \_\_\_\_\_

FY 2023-2024	Board of Directors		Staff		Unduplicated Clients	
	#	%	#	%	#	%
<b>DEMOGRAPHICS</b>						
African American or Black						
Hispanic or Latino(a)						
Native American						
Asian or Pacific Islander						
<b>TOTAL MINORITY</b>						
<b>TOTAL WHITE</b>						
<b>TOTAL WOMEN</b>						
<b>TOTAL MEN</b>						
<b>Gay/Lesbian/Bisexual*</b>						
<b>PLWH*</b>						

**\*Give the number of persons on your board of directors and HIV/AIDS program staff that openly identify as such. Please indicate whether or not your organization classifies itself as a minority organization: \_\_\_\_\_ YES \_\_\_\_\_ NO**

**Total Board Members = \_\_\_\_\_**