

# **REQUEST FOR PROPOSALS**

**for**

## **Transitional Housing Services**



**Proposal Due Date/Time: January 28, 2019, 4:30 PM CT**

**State of Louisiana  
Northeast Delta Human Services Authority**

**January 6, 2019**

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# **REQUEST FOR PROPOSAL FOR Transitional Housing Services**

## **PART 1: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing transitional housing services to individuals working toward recovery from mental and/or substance use problems and who are homeless.

### **1.2 Background**

Louisiana Act 384 merged mental health, developmental disabilities and addictive services (or co-occurring disorders) into Local Governing Entities (LGEs) as of July 1, 2010. Northeast Delta Human Services Authority (NEDHSA) began functioning as a LGE on July 1, 2013 with the purpose of providing treatment for the citizens of Northeast Louisiana in the areas of mental health, substance use disorders and developmental disabilities. The movement to an LGE represented a shift within the organization of the Department of Health and Hospitals in the State of Louisiana. This shift allows for greater control of state resources with the local governing entities allocating self-generated, federal and state funding to areas of greatest need within each human services authority. A governing Board comprised of members of the local communities served by the LGE oversees the Executive Director's administration of the programs and financial resources for the authority. NE Delta HSA has an ongoing performance improvement process within its operational structure. That system supports the use and development of data and information to make informed decisions about the needs of the citizens we serve and other stakeholders as well as the administration of these services.

NEDHSA is dedicated to transforming how we provide vital services to our citizens. We bring innovative programs to our citizens, which include integration of behavioral health with primary care services; services for children and adolescents with behavioral disorders that are at risk for experiencing a psychiatric or behavioral emergency; and collaborations with law enforcement agencies that help first responders know how to recognize a mental health issue. We work to break down barriers that may keep citizens from obtaining treatment, like providing transportation to health clinics in rural areas; and ensuring that we keep the specific needs of the people in our communities at the forefront of our efforts.

#### **Vision**

The NEDHSA vision is to build a unified Northeast Louisiana where individuals are thriving and reaching their full human potential.

## Mission

NEDHSA serves as a catalyst for individuals with mental health, developmental disabilities, and addictive disorders to realize their full human potential by offering quality, excellent care with greater accessibility.

## 3 Tenets

- Greater access to services
- Excellent customer service
- Quality, competent care

In Northeast Louisiana (NELA), an average 1,900 persons become homeless each year. For most, homelessness is brief and non-recurring. But for a small but persistent number, living on the streets or in an emergency shelter is an expected part of daily life. Current data (Point in Time Count, January 2018) indicates up to 100 individuals a year are among this group. These individuals are generally defined as chronically homeless, persons with repeated bouts of homelessness (typically 12 consecutive months or 4+ occasions totaling 12 months over three years) and have chronic and complex health conditions including mental illnesses, substance use disorders, and medical conditions that typically contribute to their inability to maintain stable housing.

While this segment of persons experiencing homelessness is a small percentage, it is extremely vulnerable and most likely to experience poor health outcomes including premature death. Further, this population is a huge consumer of resources, cycling in and out of emergency shelter beds, emergency departments, inpatient hospital stays, psychiatric centers, detoxification programs, and jails, resulting in high public costs. A chronically homeless person costs the tax payer an average of \$35,578 per year. (National Alliance to End Homelessness, retrieved 2018).

There are proven best practices to assist this population on attaining and maintaining stable housing. Permanent supportive housing (PSH), permanent subsidized housing coupled with life-long supportive services to maintain that housing and address ongoing health problems, has proven the way to end chronic homelessness. Our 12-parish region has an ample stock of PSH, but the reality is that some persons experiencing chronic homelessness need a period of transitional housing (TH) with intensive, wrap-around services to help them make the transition from homelessness to permanent housing. Examples of such a TH model for this population abound, including that provided by SAMSHA (<https://www.samhsa.gov/homelessness-programs-resources/hpr-resources/housing-shelter>). Without an adequate stock of such housing, our region will never meet our common goal of ending chronic homelessness.

One of SAMHSA's four major dimensions that support life in recovery is HOME, having a stable and safe place to live. Therefore, Northeast Delta Human Services Authority (NEDHSA) is seeking a transitional housing provider to support recovery by reducing barriers to employment, education, and other life goals; and secure necessary social supports in the persons served chosen community. This service will assist individuals working toward recovery from mental and/or substance use problems through linkage to and coordination among service providers in NEDHSA integrated care model and other community

supports to improve quality of life of people in and seeking recovery. Persons served will be referred from the various providers in NEDHSA’s integrated care model.

### 1.3 Goals and Objectives

The goal of this RFP is to establish a transitional housing component to NEDHSA’s integrated network that will address SAMHSA’s major dimensions of recovery (Home: as stable and safe place to live) for individuals who have a mental and/or substance use disorder and are homeless with the expectation that these individuals will quickly transition to self-sufficiency and permanent housing through the use of support services and coordination.

### 1.4 Geographic Area to be Served

Applicant will provide services in the NEDHSA 12 parish area which includes Ouachita, Lincoln, Union, Morehouse, West Carroll, East Carroll, Madison, Richland, Franklin, Tensas, Caldwell, and Jackson.

### 1.5 Target Population

The purpose of this RFP is to solicit proposals of qualified providers to secure services for individuals with Substance Use Disorder and/or Mental Health Disorders and their families who are within the NEDHSA 12 parish area.

### 1.6 Term of Contract

The term of any contract resulting from this RFP shall begin on or about 12/01/2018 and is anticipated to end on 06/30/2018. NEDHSA reserves the right to renew the contract for an additional twelve (12) months.

### 1.7 Definitions

Contractor	Any person having a contract with a governmental body; the selected proposer.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana.
NEDHSA	Northeast Delta Human Services Authority
TH	Transitional Housing
PSH	Permanent Supportive Housing

## 1.8 Schedule of Events

<u>Event</u>	<u>Date</u>
Public Notice of RFP	1/6/2019
Deadline for receipt of written inquiries	1/11/2019 (4:30 PM)
Deadline to post responses to written inquiries	1/18/2019
Deadline for receipt of proposals	1/28/2019 (4:30 PM)
Presentations & Discussions (if applicable)	2/4/2019
Notice of Intent to award announcement	2/8/2019
Contract execution, on or about	2/15/2019

**NOTE: NEDHSA reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be announced on the NEDHSA website, [www.nedeltahsa.org](http://www.nedeltahsa.org). It is the responsibility of the Proposer to regularly monitor any changes to the RFP on the referenced website.**

## 1.9 Proposal Submittal

All proposals containing the mandatory information specified in this RFP must be received by NEDHSA no later than 4:30 PM on the date listed in the Schedule of Events. The proposal must be received in hard copy (printed) version by the RFP Coordinator, the Director of Corporate Compliance on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Northeast Delta Human Services Authority  
 Attn: Director of Corporate Compliance  
 2513 Ferrand St.  
 Monroe, LA 71201

For courier delivery, the street address is Northeast Delta Human Services Authority Attn: Director of Corporate Compliance 2513 Ferrand St. Monroe, LA 71201, and the telephone number is 318-362-3270. The responsibility solely lies with each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

## 1.10 Qualification for Proposer

### 1.10.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals:

- Must be a for profit, non-profit or faith-based organization
- Demonstrate knowledge, training, and experience in all pertinent areas required to provide the services proposed
- Demonstrate that the proposer has resources necessary to fulfill the scope of this proposal, see agency facility and staffing requirements below.
- Demonstrate access to a continuum of services as evidenced by letters of support from stakeholders to include, but not limited to:
  - Inpatient treatment providers
  - Outpatient treatment providers
  - CST providers
  - PSR providers
  - Housing providers
  - Supported Employment providers
- Is an active participant in the Homeless Management Information System (HMIS) or demonstrate the ability of the proposer to become an active participant.
- Demonstrate ability to obtain equipment, property, and all supplies necessary for provision of services by the contract execution date.
- Demonstrate adherence to all program, staffing, and training requirements set forth in this request for proposals.
- Capacity to successfully manage program grants as evidenced by previous grants

Facility and Staffing Requirements:

- Facility shall provide living areas that are as home-like as possible. Restrictive rules shall be kept to a minimum and be such that they do not infringe upon a resident's civil rights of self-determination, privacy of person or thought, personal dignity, and independence.
- Director Qualifications
  - The Director of the facility shall meet one of the following upon date of hire:
    - Have at least two (2) years of college training plus two (2) years of experience in the field of health, social services, geriatrics, management or administration; or
    - In lieu of two (years of college training, four (4) years' experience in health, social services, geriatrics, management, administration or a combination of undergraduate education and experience for a total of four (4) years; or
    - A Bachelor's degree in geriatrics, social service, nursing, health care administration or related field or their equivalent.
  - Documentation of Director qualifications shall be on file at the facility
- Staffing
  - Facility shall have staff sufficient in number and qualifications on duty at all times to meet the needs of the residents.
  - Facility shall have at least one (1) person on duty and awake twenty-four (24) hours per day.
  - Additional day and/or night-time staff may be required as deemed necessary by the State Fire Marshal depending upon the location of the facility, the response time of

emergency agencies, the availability of other staff, and the number and conditions of residents.

- Food Service
  - Facility shall ensure residents are provided at least three meals or their equivalent daily at regular times with not more than fourteen (14) hours between the evening meal and breakfast the following day. Meal time shall be comparable to those of a normal home.
  - Facility shall hire a full-time cook. A full-time cook means someone to prepare three meals a day seven days a week.
- Bedrooms
  - For dorm style facilities, Facility shall ensure that each single occupancy bedroom space has a floor area of at least one hundred (100) net square feet and that each double occupancy bedroom has a floor area of at least (80) net square feet for each resident. There shall be no more than two (2) residents per bedroom).
  - Both residents sharing a double occupancy bedroom shall agree, in writing, to the shared living arrangement. (Husbands and wives do not have to sign such an agreement.)
  - Facility shall not use a room with a ceiling height of less than seven (7) feet six (6) inches as a bedroom, unless in a room with varying ceiling heights, the portions of the room used to meet the room size are in compliance with the ceiling heights.
  - Each resident shall have a bed, mattress, pillow and bed linens to meet individual needs. Residents may bring beds and/or other furniture with them upon admittance so long as it does not interfere with the operation of the facility.
  - A husband and wife may bring, and use, a double bed.
  - Bunk beds or portable beds shall not be allowed.
  - Each resident shall be provided with individual space, in the bedrooms, for personal possessions or clothing such as dressers, chest of drawers, etc.
  - Residents shall be allowed to decorate their own bedrooms with pictures, etc., as they wish.
  - Each bedroom shall have a closet which opens directly into the room and be of sufficient size to serve the occupant(s) of the bedroom. If the bedroom does not have a closet opening into the room, there shall be a moveable closet or armoire available in the bedroom. If a moveable closet or armoire is used, this space shall not be counted as net floor space.
  - All rooms used as bedrooms shall contain an outside window. Skylights are not acceptable for use as windows.
  - A room where access is through a bathroom or another bedroom shall not be approved or used as a resident's bedroom.
- Bathrooms
  - There shall be adequate toilet, bathing and handwashing facilities in accordance with the current edition of the State Sanitary Code.
  - Bathrooms shall be located so that they open into a hallway, common area or directly into the bedroom. If the bedroom opens directly into a bedroom, it shall be for the use of the occupant(s) of that bedroom only.
  - Each bathroom shall be equipped with toilet paper, towels, soap, etc.

- Tubs and showers shall have slip-proof surfaces.
- Grab bars shall be installed in all tubs and showers and around toilets as needed by the residents.
- Bathrooms shall have floors and walls of impermeable, cleanable, and easily sanitized materials.

## 1.11 Proposal Response Format

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

### 1.11.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer along with the following components:

- Summary of proposed project
- Summary description of strategy/plan and how it meets program goals and measurable objectives
- Signed by the head of the organization
- Must be no more than one page in length

### 1.11.2 Table of Contents

The proposal shall contain a Table of Contents organized in the order contained below.

### 1.11.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, including the Scope of Work and the Standard Provisions in Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Request for Proposals and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

#### **1.11.4 Company Background and Experience (Maximum 25 Points)**

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited, including the audit opinion, the balance sheet, statement of income, retained earnings, cash flows, management letters, and the notes to the financial statements. Or, if independently audited financial statements do not exist, the proposer should state the reason and submit sufficient information to be evaluated.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

#### **1.11.5 Approach and Methodology (Maximum 35 Points)**

Proposals shall include enough information to demonstrate that the Proposer has the appropriate experience, knowledge and qualifications to perform the mandatory qualifications and scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of NEDHSA.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.
- Demonstrate how Proposer will meet the minimum qualifications as stated in this RFP
- Provide floor plan for facility(ies) that will fall under this contract.
- Demonstrate how Proposer will provide services based on the Scope of Work contained in this RFP.
- Demonstrate compliance with all mandatory qualifications.

#### **1.11.6 Proposed Staff Qualifications (Maximum 25 Points)**

The Proposer shall provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. This section shall address staff requirements as outlined in this RFP along with licensing and evidence-based practice guidelines.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes. For key staff, describe current or planned training to ensure highest quality service to proposed program participants.

#### **1.11.7 Cost Proposal (Maximum 15 Points)**

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

#### **1.11.8 Certification Statement**

The Proposer must sign and submit Attachment I, the Certification Statement.

### **1.12 Format Requirements and Number of Copies of Proposals**

NEDHSA requests one original (with original signatures of the company officials or agents duly authorized to signed proposals or contracts on behalf of the organization) and 5 copies along with 1 electronic version, placed on a flash drive. Proposal shall be submitted to the RFP Coordinator at the address specified. A certified copy of a board resolution granting such authority to those officials or agents who signed the proposal should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP. Proposals should be on standard 8 ½" X 11" paper, one-sided only, double spaced with 1" margins. Applications in binders, spiral notebooks, folders or covers will NOT be accepted. Please secure all applications using a binder clip, rubber band or paper clip only.

#### **1.13 Legibility/Clarity**

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

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

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Executive Director, Dr. Monteic Sizer.

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

## 1.15 Proposal Clarifications Prior to Submittal

### 1.15.1 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed below.

Northeast Delta Human Services Authority  
Attn: Melinda Robinson, Director of Corporate Compliance  
2513 Ferrand St. Monroe, LA 71201  
[Melinda.robinson@la.gov](mailto:Melinda.robinson@la.gov)

NEDHSA will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. All inquiries and requests for clarification must be in writing, sent via e-mail or mail and received by the date and time specified in the Schedule of Events. NEDHSA shall reserve the right to modify the RFP should a change be identified that is in the best interest of NEDHSA.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at [www.nedeltahsa.org](http://www.nedeltahsa.org).

### 1.15.2 Blackout Period

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

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

Any bidder, Proposer, or NEDHSA contractor who violates the blackout period may be liable to NEDHSA in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

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

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

### 1.16 Error and Omissions in Proposal

NEDHSA will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submissions, except under the following condition: NEDHSA reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### 1.17 Changes, Addenda, Withdrawals

NEDHSA reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at [www.nedeltahsa.org](http://www.nedeltahsa.org).

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

### 1.18 Withdrawal of Proposal

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

### 1.19 Waiver of Administrative Informalities

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

### 1.20 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by NEDHSA to award a contract. NEDHSA shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the NEDHSA's best interest.

### 1.21 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of NEDHSA. Selection or rejection of a proposal shall not affect this right.

### 1.22 Cost of Offer Preparation

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

### 1.23 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP. The CONTRACTOR assumes responsibility for its personnel providing

services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at CONTRACTOR's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.

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

#### 1.24 Determination of Responsibility

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

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

#### 1.25 Use of Subcontractors

NEDHSA shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

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

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

### 1.26 Written or Oral Discussions/Presentations

NEDHSA, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

### 1.27 Acceptance of Proposal Content

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

### 1.28 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated NEDHSA, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP. Scoring will be based on a possible total of 100 and the proposal with the highest total score will be recommended for award.

The criteria and assigned weights are:

<b>Evaluation Criteria</b>	<b>Maximum Score</b>
Cost Proposal	15*
Approach and Methodology	35
Company Background and Experience	25
Proposed Staff Qualifications	25
<b>Total Points</b>	<b>100</b>

The Proposer with the lowest total cost shall receive 15 points. Other proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 15)$$

Where:            CCS = Computed Cost Score (points) for Proposer being evaluated  
                      LPC = Lowest Proposed Cost of all Proposers  
                      TCP = Total Cost of Proposer being evaluated

### 1.29 Contract Award and Execution

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

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

A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

### **1.30 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).

NEDHSA reserves the right to make multiple awards.

NEDHSA will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful proposers will be notified in writing accordingly. 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 NEDHSA, then NEDHSA may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

### **1.31 Right to Prohibit Award**

NEDHSA has the authority to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.32 Insurance Requirements for Contractors**

Proposer shall provide certificates of insurance effecting coverage(s) required by this RFP with the proposal. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. NEDHSA reserves the right to require complete certified copies of all required policies, at any time.

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

#### **1.32.1 Contractor's Insurance**

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

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

### **1.32.2.1 Workers Compensation**

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

### **1.32.2.2 Commercial General Liability**

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

### **1.32.2.3 Professional Liability (Errors and Omissions)**

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

### **1.32.2.4 Automobile Liability**

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

### **1.32.2.5 Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

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

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

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

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

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

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

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

#### **1.32.3.3 All Coverages**

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

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

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### 1.32.4 Acceptability of Insurers

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

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

#### 1.32.5 Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana  
Northeast Delta Human Services Authority, Its Officers, Agents, Employees and Volunteers  
2513 Ferrand St. Monroe, LA 71201

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

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

### 1.33 Indemnification and Limitation of Liability

CONTRACTOR agrees to save and hold harmless, protect, indemnify, defend, and hold Northeast Delta Human Services Authority, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees, and volunteers, from and against any and all claims,

damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of any act or omission of the CONTRACTOR, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the CONTRACTOR as a result of any claims, demands, suits or/and causes of action. The CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits or causes of action are groundless, false or fraudulent.

### **1.34 Payment**

Payment terms shall be negotiated with the successful Proposer. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in contract terms. Payment shall be on a fee for service basis based on an agreed upon per diem rate per person served not to exceed the maximum contract amount. Payment of invoices is subject to approval of the NEDHSA Contract Manager and Executive Director.

### **1.35 Termination**

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

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

#### **1.35.2 Termination of the Contract for Convenience**

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

#### **1.35.3 Termination for Non-Appropriation of Funds**

This agreement is subject to and conditioned upon the availability of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved

by required authorities of the HSA. The continuation of this contract is contingent upon the availability of funds to fulfill the requirements of the contract.

### 1.36 Assignment

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

### 1.37 Entire Agreement/ Order of Precedence

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

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

### 1.38 Contract Modifications

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. 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 this contract.

### 1.39 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 NEDHSA for approval prior to any personnel substitution. CONTRACTOR shall certify, on each monthly invoice, that no personnel substitutions have occurred without the NEDHSA's approval.

### 1.40 Corporate Requirements

If the contractor is a corporation 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 Louisiana's Secretary of State. 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 Louisiana's Secretary of State.

## PART 2: SCOPE OF WORK/SERVICES

NEDHSA is aiming to catalyze and improve coordinated care for people with mental health issues and addictive disorders by implementing an integrated care network. As part of this network, contracted agencies will coordinate with each other and NEDHSA's clinics to provide services that address critical needs including behavioral health treatment, physical health treatment, housing, employment, and other support services.

As part of NEDHSA's integrated care network, the CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

### OUTCOME 1: TRANSITIONAL HOUSING

CONTRACTOR shall provide transitional housing that will address SAMHSA's major dimensions of recovery (Home: as stable and safe place to live) for individuals, and their families, who have a mental and/or substance use disorder and are homeless with the expectation that these individuals will quickly transition to self-sufficiency and permanent housing through the use of support services and coordination. Services shall be provided to individuals, and their family as applicable, for up to 24 months.

Emergency shelter (i.e., respite beds) beds shall be maintained to allow a target maximum stay of 30 days or fewer with appropriate trained staff and safety measures to accommodate persons with serious mental illness and/or active substance abuse issues who have been barred from other regional emergency shelter due to behavioral issues.

Housing units shall be in a safe, sanitary and accessible facility that is available 24 hours per day, 7 days a week. Units can be self-contained (complete with kitchen and bathroom) or dormitory style with some personal privacy considerations. The facility shall have: (1) sufficient quantity of clean and reasonably private bathing facilities with hot and cold running water; (2) provision of clean towels, soap and toilet paper; (3) regular access to laundry facilities; (4) clean linen upon entry to housing and at least once per week; and (5) access to 3 well-balanced meals per day per person with additional snacks available at least twice a day. Meals must be planned one month in advance and posted by the first day of each month. There shall be reasonable accommodation for persons with a special dietary need that is documented by a medical provider. On-site secure storage must be made available to families to store their belongings while they remain onsite. Facility shall provide at minimum:

- Environment with appropriate space for sleeping and storing personal belongings (must be ADA compliant)
- Nutritious meals
- Socialization, leisure and recreational activities that will assist in the Recovery process following SAMHSA's evidence-based practices (must be planned one month in advance and posted)
- Furnishings and staff to provide services in a competent manner

## OUTCOME 2: WRAPAROUND SERVICES/CASE MANAGEMENT

CONTRACTOR shall provide Recovery-focused services based on SAMHSA's evidence-based practices. Services shall be tailored to the individual to assist in regaining social roles – such as community member, employee, friend, or family member – that may have been lost due to illness or other factors including stigma, unemployment, poverty, and lack of opportunity for self-determination. Support services may be provided by appointment, walk-in, or by regularly scheduled meeting times (availability must be posted and provided at orientation to persons served). Community resources shall be made available to persons served through referrals and coordination of providers based on the needs and preferences of the persons served. Service coordination and access provided shall include those that support housing obtainment and retention, mental health, substance abuse, family, and health and medical services as outlined below:

**Mental Health** – Support services that promote positive mental health and recover include the following: psychosocial assessment, counseling, group therapy, support groups, recovery classes, peer mentoring, psychoeducation, psychiatry appointments, therapy, and other mental health services.

**Substance Abuse** – Substance abuse services address behaviors that potentially compromise tenancy and include the following: stages-of-change-based assessment, motivational interviewing, relapse prevention, counseling, methadone services, AA/NA groups, sober recreation, and other substance abuse services.

**Health and Medical** – Support services address untreated or undiagnosed health conditions or inadequate maintenance of such services. These services include: routine medical care, medication management or monitoring, assistance with medication self-management, health and wellness education, nurse care, home health aide, HIV/AIDS services, physical therapy, pain management, prenatal care, dental care, and other health and medical services.

**Family** – Services shall be offered to families and should support family reunification to promote movement toward stability and recovery. Services shall include: support groups for parents, children, and families, parenting classes, after-school services, youth leadership activities, domestic violence services, family reunification, and other family services.

Other services shall include legal, education, vocational rehabilitation and employment assistance, and other mainstream resource enrollment including SOAR-trained assistance with applying for SSI/SSDI.

Case management shall be provided to ensure access and obtainment of services tailored to the needs and preferences of the persons served. Transportation shall be provided and/or arranged to ensure access to services. CONTRACTOR shall maintain a centralized directory of contacts and organizations as well as access to published directories of medical, social service, and other community based organizations.

Permanent Supportive Housing (PSH) shall be maintained through other sources or linkage to other sources by the provider or a partner agency, to refer participants ready to move forward into PSH.

Individuals who are identified as chronically homeless, as defined by the U.S Department of Housing and Urban Development (HUD) should have goals directly related to securing PSH.

### OUTCOME 3: PROVISION OF SERVICES

Services provided shall be holistic to address the social, emotional and physical problems of persons experiencing chronic homelessness including recreational, volunteer, and spiritual opportunities to reconnect with community.

CONTRACTOR shall accept referrals through the coordinated entry system along with NEDHSA's integrated care network and provide immediate, easy access 24/7. Beds shall be filled based on acuity rather than first come first served with a waiting list maintained. CONTRACTOR shall use a Housing First approach, removing barriers to entry and based on the needs of each individual.

#### Referral Process:

- Receive referral
- Verify eligibility
- Conduct interview and comprehensive needs assessment to determine eligibility for services
- Make determination of acceptance for immediate entry or denial. For those meeting eligibility with no available space, individual shall be placed on a waiting list until a unit becomes available.

CONTRACTOR shall administer a tobacco screening tool and gambling screening tool to each client admitted. Should a client choose to participate in a tobacco cessation program and/or gambling treatment program, Contractor agrees to provide such client a referral to the NEDHSA's integrated care network providers for treatment services.

At admission, all persons served shall signed a Residency Agreement that provides written information regarding the conditions for residency, services, costs, fees, and policies/procedures. Information shall include, at minimum:

- Eligibility for program
- Possible reasons for rejection of application
- Description of program and services offered
- Resident responsibilities
- Policy regarding smoking
- Policy regarding pets
- Fee structure and due dates
- Criteria for discharge
- Client rights
- Confidentiality
- Medication policy
- Complaint and grievance procedure
- Visitor policy
- Safety and security of facility

CONTRACTOR shall develop an Individualized Service Plan for each client within 72 hours of admission based on the information gathered through the comprehensive needs assessment along with other relevant information taken in the initial interview. The service plan shall be developed in conjunction with the person served and based on the strengths, needs, abilities, and preferences of the person served. Individual service plans shall include goals (desired outcomes) and objectives (stepping stones required to achieve goals). Goals shall be specific, measurable, attainable, realistic, and timely (SMART). Interventions/strategies/activities shall be outlined including frequency, type of service, and responsible parties (including staff, person served, and/or third party providers). Individual service plan shall be reviewed and/or updated no less than quarterly and may be updated at any time based on the preference and needs of the person served. Service plans shall at minimum address housing and income to transition into independent living in the community. Service plan shall be followed and monitored consistently by staff. Service plan shall be signed by the person served and representative, if applicable.

CONTRACTOR shall organize, schedule and provide groups, classes, workshops, and special events. These activities shall be organized and tailored to promote social interaction and opportunities for learning new information and skills. Topics and activities may include cooking, yoga, nutrition, and job interviewing. Activities and events shall be tailored to the interest and abilities of the persons served. Special events may include poetry readings and lectures. CONTRACTOR shall encourage participation and offer opportunities for the events and activities to be led and planned by the persons served.

CONTRACTOR shall develop written criteria for discharge including anticipated timelines for completion of goals. Discharge criteria must be approved by NEDHSA. CONTRACTOR shall work with each person served prior to discharge to create a discharge plan that address, at a minimum, the following areas:

- Independence
- Permanent living/housing placement
- Maintenance of personal income
- Recommendation for continued supports
- Documentation of referrals made and/or attempted
- Reason for leaving
- Destination
- Date of discharge
- Service outcomes (goals met/unmet)

CONTRACTOR shall provide a copy of the discharge plan to each person served at program completion. For those individuals who exit the program prior to completion, the CONTRACTOR shall make recommendations for continuing support and document efforts to refer for continuing support in the client record.

Follow up services shall be provided after discharge for a minimum of 90 days to assist with maintaining housing once a person served is referred into permanent housing, if supportive services are not otherwise provided in conjunction with housing. This must be documented in the discharge plan.

CONTRACTOR shall assist in the self-administration of prescription and non-prescription medication as agreed in the individual service plan and allowed by state regulations. Medication may be transferred from the original container to a medication reminder container if the person served desires. Staff assisting with self-administration of medication shall have documented training, signed by the staff, on the policies and procedures for medication assistance including the limitations of the assistance at time of hire and annually. Medications may be stored in the persons served own living unit/bedroom or in a secure location. All medications must be secured from other residents. Persons served shall not be required to receive medications from a medication area.

Assistance with self-administration of medications shall be limited to the following:

- Reminders to take medication
- Reading the medication regimen as indicated on the container
- Check dosage according to the container label
- Open the medicine container if person served lacks the ability to open the container
- Assist with pouring or otherwise taking medications, so long as the resident is cognitive of what the medication is, what it is for and the need for the medication

#### Participant Exclusion Criteria

- Applicants who are using drugs or abusing alcohol and express no intent to participate in a substance abuse recovery program
- Applicants who are developmentally disabled – IQ under 70
- Applicants who have a history of criminal activity with violent crime occurrences in the past 12 months. (Admission must be justified if exclusion is waived by the housing director)
- Applicants who have a physical illness that requires nursing care
- Applicants who have demonstrated an unwillingness to cooperate in other residential or housing programs for any reason not solely related to serious and persistent mental illness.

\*\*Exceptions may be made for individuals that fall in the marginal area of the exclusionary guidelines upon written approval by NEDHSA.

#### Rent

Contractor shall exercise due diligence regarding the collection of rent from participants with an income source. Participants without an income source shall not be assessed a payment. Participants who do not have an income source must have stable income source as an identified goal on the Individual Service Plan with a target of 90 days. NEDHSA will be the payor of last resort; all other billing sources shall be billed prior to billing NEDHSA. For those clients capable of paying the per diem or a partial per diem, the Contractor agrees to develop a record system to monitor the participant's financial situation and their payment toward the cost of their services. Rent policy shall be reviewed and approved by NEDHSA before implementation. Billing and collection of client fees is the sole responsibility of the Contractor. Failure to exhaust all other funding mechanisms will result in non-payment by NEDHSA for services rendered. Rent received shall be deducted from the total monthly invoice submitted to NEDHSA. At no time may Contractor bill the client at higher rates than those being paid by NEDHSA. Contractor is required to make a good faith effort to enter into a contractual rental agreement with any client receiving an income. To the extent Contractor receives rent after payment by the NEDHSA of Contractor's final invoice; Contractor agrees to refund the

NEDHSA's payments to Northeast Delta Human Services Authority in the amount of Contractor's additional rent payments.

#### OUTCOME 4: STAFFING AND FACILITY REQUIREMENTS

CONTRACTOR shall hire and maintain qualified staff sufficient for the efficient and effective delivery of services as specified in this RFP. CONTRACTOR shall maintain a work schedule for all employees, including relief works, demonstrating adequate coverage for each day and night. At least one staff member shall be SOAR (SSI/SSDI Outreach, Access, and Recovery) certified. CONTRACTOR shall have at least one (1) person on duty and awake twenty-four (24) hours per day. Additional day and/or night-time staff may be required as deemed necessary by the Bureau of Licensing and/or State Fire Marshal depending upon the location of the facility, the response time of emergency agencies, the availability of other staff, and the number and conditions of residents. CONTRACTOR shall maintain a staff-to-resident ratio of 10:1.

Staffing shall consist, at minimum, of the following; however, one (1) person may occupy more than one position:

- Director
  - On-site employee that is responsible for the day-to-day management, supervision, and operation of the facility
  - During absence, the Director shall appoint a staff person to be in charge that has the knowledge and responsibility to handle any situation that may occur
  - Director or responsible staff person shall remain on the premises twenty four (24) hours per day
  - Shall have the responsibility and authority to carry out the policies of the licensee
  - Must be at least 21 years of age
  - Must meet education and/or experience as required
- Recreational/Activity Staff
  - Organize and oversee the recreational and social program of the facility
- Direct Care Staff
  - May include care assistance, social workers, activities personnel, or other staff who clearly provide direct care services to residents on a regular basis
  - Shall not be shared with another licensed facility
- Case Manager
  - Provide case management services and support services as outlined in this scope of work.

CONTRACTOR shall provide or cause to be provided agency and program orientation and all required ongoing training, development, supervision, and performance evaluation as per licensing requirements. Staff shall also receive annual "refresher" training. Training must be documented and sufficient to ensure staff competence. Staff orientation and ongoing training/supervisions requirements shall include at minimum: Services to this population, program expectations, philosophy and principles of recovery, CPR, client rights, abuse/neglect policy and reporting procedures, emergency and safety procedures,

infection control, community resources, person-centered service planning, and aggressive behavior prevention management. Other training topics include: Fair housing and reasonable accommodation; Major psychiatric disorders and associated symptoms; Evidence-based practices that support recovery and independence; Use and management of psychiatric medications; Substance abuse services (including integrated services for people with co-occurring disorders); Case management; Cultural competence; Cognitive behavioral strategies; Motivational interviewing; Documentation and recordkeeping.

Contractor shall maintain personnel records reflecting, at minimum, an employee's qualifications and completion of training along with other requirements as per licensing.

#### OBJECTIVE 5: RECORD KEEPING

Contractor shall ensure that all rules of confidentiality pertaining to medical records are observed. All records shall be maintained in an accessible, standardized order and format and shall be retained and disposed of in accordance with state laws. CONTRACTOR shall have sufficient space, facilities, and supplies for providing effective storage of records.

Records shall contain, at minimum:

- Identifying information
- Consent forms/release of information
- Residency agreement
- Assessments
- Individual Service Plan
- Progress notes (includes date, time, and location of services)
- Documentation of service participation
- Medical, mental health, and substance use
- Vocational and educational
- Income
- Miscellaneous documents
- Admission and discharge information
- Names, addresses, and telephone numbers of emergency contacts
- Plan/authorization for routine and emergency medical care
- Record of all personal property and funds entrusted to the facility
- Reports of complaints or grievances and the conclusion or disposition
- Incident reports
- Documentation of access/referral to needed services and evaluations

CONTRACTOR shall utilize the NEDHSA referral form to make referrals to service providers in the NEDHSA integrated care network AND outside the system. Referrals shall be documented in the participant's chart and followed to determine outcome of the referral.

CONTRACTOR shall be an active participant in the Homeless Management Information System (HMIS). All staff shall be trained on proper data input into the system.

CONTRACTOR shall employ record-keeping receipt procedures which shall provide an audit trail for expenditures and income received. Appropriate financial documentation for reimbursement must be submitted by the 10th of the following month to the HSA Contract Office. Failure to establish and retain adequate documentation shall result in disallowance of such expenditures and represents a contractual breach. Costs claimed on the monthly invoices must be consistent with the contract budget.

#### OUTCOME 6: REPORTING AND DATA COLLECTION

CONTRACTOR shall collect data including all demographics, referral source, and outcomes of services. All data shall be made available to NEDHSA as requested. Contractor shall provide typed progress reports to the referring agent upon admission, discharge, at program midpoint, as requested by referring agent, and/or upon emergent situations. These reports shall provide information regarding services provided, status of client, and progress towards goals outlined in the service plan.

Contractor shall interface with Manager's program monitor as needed to complete all reporting requirements. Contractor shall submit Monthly Program Reports with the monthly invoice providing data on clients served including:

- Unduplicated count of individuals served by the program year to date and month
- Number closed and reason for closure during the month
- New referrals including source of referral and disposition during the month
- Number of referral denied during the month and reason for denial
- Number admitted into the program during the month
- Number of integrated care network/community referrals made and agency referred each month

A semi-annual report shall be submitted with the December and June invoices with narrative report to describe the following:

- Unduplicated count of individuals served by the program year to date
- Strengths/weaknesses of the program
- Suggestions to improve problem areas
- Notable successes experienced during the year
- Recommendations for expanding
- Consumer Satisfaction Report

#### OUTCOME 8: CONSUMER SATISFACTION

CONTRACTOR shall develop and implement an instrument that measures consumer satisfaction with the program and to solicit feedback on his/her treatment experiences. These surveys shall be conducted at three month intervals while a participant is in the program and upon discharge from the program. CONTRACTOR shall provide such surveys, and/or report summaries, to NEDHSA on request. CONTRACTOR shall institute, operate, and maintain Continuous Quality Improvement (CQI) procedures.

Contractor shall participate in any additional evaluations required by NEDHSA in pursuit of quality assurance, licensure and/or compliance with any applicable federal grants.

## OUTCOME 9: ADDITIONAL CONTRACT REQUIREMENTS

CONTRACTOR shall provide in-service training to NEDHSA clinic staff and other service provider staff within the NEDHSA integrated care system on a quarterly basis. In-service training shall be coordinated with the NEDHSA clinics and other service providers. CONTRACTOR shall also participate in CONTRACTOR meetings as scheduled by NEDHSA.

Contractor shall collaborate with The Extra Mile for clients to utilize the Peer Led Drop-In Center for social/leisure activities and other recovery oriented services along with The Wellspring for housing referrals.

CONTRACTOR shall participate in NEDHSA ZONE activities. CONTRACTOR shall actively participating in and reporting results to regional Continuum of Care organization and its members.

CRITICAL INCIDENT REPORTING: CONTRACTOR is responsible for following NEDHSA Critical Incident Reporting protocol and ensuring the NEDHSA Director of Corporate Compliance receives the critical incidents reports within the guidelines set forth in the policy.

In addition, all work performed under this contract shall be monitored by NEDHSA and shall consist of a semi-annual program review of contract conditions relative to the Statement of Work, along with quarterly reviews of documentation related to the provision of treatment for program participants. NEDHSA shall have the right to free and uninhibited access to the CONTRACTOR's premises and records without prior notification to accomplish such review(s).

The CONTRACTOR shall respond to the HSA Contract/Evaluation Reviewer's Report within time frame stipulated by the HSA.

The HSA is responsible for technical direction of the contract which includes receiving and accepting all reports relative to services and activities, financial documentation and verification, and other reports as requested. Notwithstanding any other terms of this contract, failure of the CONTRACTOR to submit required reports and documents when due or failure to perform or deliver required work or services, shall result in the withholding of payment under this contract.

### Performance Measures/Evaluation

- Services shall be highly coordinated and meet minimum requirements for evidence-based housing for those experiencing homelessness
- Participates in regional HMIS
- Accepts referrals through the coordinated entry system
- Provides immediate, easy access 24/7
- Fills beds based on acuity rather than first come first served
- Use a Housing First approach, removing barriers to entry and based on the needs of each individual
- Maintains an environment focused on housing

- Can document rapid exits to permanent housing
- Has a method that systematically evaluates outcomes to improve performance
- Maintains transparency by actively participating in and reporting results to regional Continuum of Care organization and its members
- At least 80% of residents exit to permanent housing
- At least 55% of residents increase in total household income
- No more than 10% of residents return to homelessness in six months after successful discharge
- 85% of participants shall report satisfaction with program services as evidenced by satisfaction survey reports and review of raw data.

## ATTACHMENT I: CERTIFICATION STATEMENT

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

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

- A. Official Contact Name: \_\_\_\_\_
- B. E-mail Address: \_\_\_\_\_
- C. Facsimile Number with area code: (    ) \_\_\_\_\_
- D. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
6. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
7. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract. NEDHSA reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements,

should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

Signature of Proposer or  
Authorized Representative

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Typed or Printed Name:

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Date:

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Title:

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Company Name:

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Address:

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City:

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State:

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Zip:

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## ATTACHMENT II: STANDARD PROVISIONS

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

1. CONTRACTOR understands and agrees that consideration for the HSA as a primary or partial funding source for the program shall be noted on program publications/promotional materials, training materials, websites, social media sites, brochures, project material, formal documents, and any other community outreach materials used in the promotion of the program. Furthermore, material shall be submitted to the HSA for approval before publishing. The following statements shall be used as applicable for direct service providers:
  - a. This program is funded by Northeast Delta HSA.
  - b. This program is partially funded by Northeast Delta HSA.
  - c. This program was created pursuant to an agreement with NEDHSA.
  - d. This program operates under the guidance of Northeast Delta HSA.
  - e. This program's services are provided through an agreement with NEDHSA.
2. CONTRACTOR understands and agrees that reporting requirements may change during the contract term. CONTRACTOR will follow all Northeast Delta Human Services Authority, state and federal reporting requirements, including reporting into databases and systems specified by the HSA, the State of Louisiana and/or the federal government.
3. CONTRACTOR hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. CONTRACTOR agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
4. The CONTRACTOR shall establish, subject to the review and approval of the HSA; confidentiality rules and facility access procedures. (For direct service contracts that are facility based only)
5. The State Legislative Auditor, Northeast Delta Human Services Authority, or those designated by the HSA shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. CONTRACTOR grants to the Office of the Legislative Auditor, Northeast Delta Human Services Authority, Department of Health and Hospitals, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the HSA. Records will be made available during normal working hours.
6. CONTRACTOR shall comply with federal and state laws and/or Northeast Delta Human Services Authority Policy requiring an audit of the CONTRACTOR's operation as a whole or of specific program activities. All audit fees and other costs associated with the audit shall be paid entirely by the CONTRACTOR. Audit reports shall be sent to NEDHSA no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, one (1) copy of the audit shall be sent to the Fiscal Office at NEDHSA located at 2513 Ferrand Street, Monroe, LA 71201.

7. CONTRACTOR agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder after final payment or as prescribed in 45 CFR 74.53 (b). CONTRACTOR shall make available to the HSA such records within thirty (30) days of the HSA's written request and shall deliver such records to the HSA's Administrative Office, all without expense to Northeast Delta Human Services Authority. CONTRACTOR shall allow the HSA to inspect, audit or copy records at the CONTRACTOR's site, without expense to the HSA.

8. The HSA reserves the right to request information regarding all funding sources of the CONTRACTOR related to this contract. If the CONTRACTOR is a subrecipient or becomes a subrecipient of federal awards during the contract period, the CONTRACTOR shall maintain records that identify all federal funds received and expended. If the CONTRACTOR is a subrecipient or becomes a subrecipient of federal awards, it must comply with the audit requirements in state and federal statutes and regulations, including the Single Audit Act Amendment of 1996 and its amendments.

9. Warranty of Removal of Conflict of Interest: The CONTRACTOR shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The CONTRACTOR shall warrant that it shall remove any conflict of interest prior to signing the contract.

10. The CONTRACTOR acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Agreement. The CONTRACTOR agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of the Agreement.

11. CONTRACTOR hereby agrees that it is responsible for payment of taxes which may be due as a result of this contract. The CONTRACTOR assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at CONTRACTOR's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance. Please refer back to Insurance clause above.

12. In consideration for goods delivered or services performed, the Division of Administration (DOA) shall make all direct deposits, or checks payable to the CONTRACTOR in the amounts and intervals as expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State of Louisiana Travel Regulations, PPM 49. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.

13. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority.

14. Should CONTRACTOR become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, or have or enter into another contract with the State of Louisiana, CONTRACTOR must notify the HSA's Executive Director of any contract with the State of Louisiana and notify the Corporate Compliance Office of any additional state employment. This is applicable only to contracts with individuals.

15. Upon completion of this contract or if terminated earlier, all records, reports, work sheets, work product or any other materials related to this contract shall become the property of Northeast Delta Human Services Authority, and shall, upon request, be returned to NEDHSA at CONTRACTOR's expense.
16. CONTRACTOR shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the HSA (which approval shall be attached to the original agreement). Any subcontracts approved by the HSA shall be subject to all terms, conditions and provisions of this contract; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the CONTRACTOR of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however that no provisions of this clause and no such approval by the HSA or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the HSA beyond those specifically set forth herein. CONTRACTOR shall maintain total responsibility for compliance with the contract. No subcontract shall relieve the CONTRACTOR of the responsibility for the performance of any subcontractor.
17. Budget revisions in cost reimbursement contracts require approval from the HSA Corporate Compliance Office. If an Administrative rate is provided in the contract, that amount cannot be changed or amended.
18. In the event the HSA determines that certain costs which have been reimbursed to CONTRACTOR pursuant to this or previous agreements are not allowable, the HSA shall have the right to set off and withhold said amounts from any amount due the CONTRACTOR under this agreement for costs that are allowable.
19. This agreement is subject to and conditioned upon the availability of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved by required authorities of the HSA. The continuation of this contract is contingent upon the availability of funds to fulfill the requirements of the contract.
20. Northeast Delta Human Services Authority and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations. If the CONTRACTOR is found to be in violation of any of the aforementioned laws, rules and regulations, this contract is subject to immediate termination, not the thirty (30) days advance written notice provision. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.
21. Contractors providing services to persons with mental retardation and developmental disabilities shall abide by the State Mental Retardation and Developmental Disability Law, the Developmental Disability Law, and the Developmental Disabilities Assistance and Bill of Rights Act. Contractors providing services to persons with mental and/or emotional illness shall abide by the Mental Health Systems Act, Title V; and the Protection and Advocacy Act for Mentally Ill Individuals of 1986, as amended. Contractors providing ATOD services shall abide by the Public Service Act, Sec.1915 (b) (1-5) related to the Alcohol and Drug Abuse and Mental Health Services Block Grant; the Drug Abuse Office and Treatment Act of 1972, as amended; and the comprehensive Alcohol Abuse and Alcoholism, Prevention, Treatment and Rehabilitation Act of 1970, et.seq., as amended. All contractors shall abide by any other requirements of the U.S. Department of Health and Hospitals; all applicable licensure and regulatory requirements and standards; and all other requirements as enumerated in Title XVIII and XIX of the Social Security Act, as applicable.

22. CONTRACTOR agrees that purchase of equipment under the terms of this agreement shall require the prior approval of the HSA. Any equipment purchased under this agreement remains the property of the CONTRACTOR for the period of this agreement and future continuing agreements for the provision of the same services. CONTRACTOR must submit a vendor invoice with a reimbursement request. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. CONTRACTOR agrees that upon termination of contracted services, title to the equipment purchased under this agreement remains with CONTRACTOR unless the HSA requests, in writing, that the property reverts to the HSA. (For cost reimbursement contracts only)
23. CONTRACTOR agrees to secure, and maintain current, any applicable licenses required for the provision of services delineated in this Agreement.
24. CONTRACTOR agrees to use Northeast Delta Human Services Authority funds only for purposes as set forth in the contract. If the HSA's funds are co-mingled with funds from other sources, CONTRACTOR agrees to treat co-mingled funds as entirely public funds. Any misuse of the HSA's funds or Northeast Delta Human Services Authority funds co-mingled with funds from other sources is subject to termination of the contract.
25. CONTRACTOR grants to the HSA or its official designee the right to inspect the facilities/operations where services are being provided at any time.
26. CONTRACTOR agrees that the HSA is the payor of last resort. During the HSA's audit of CONTRACTOR, CONTRACTOR agrees to provide an annual detailed written accounting of all in-kind contributions and all income generated by activities supported through funding from this contract, including payments received from clients or third parties, and to maintain records of the receipt and disposition of grant related income in the same manner as required for Federal funds received in support of the grant.
27. CONTRACTOR agrees that the HSA is entitled to and will pursue recoupment in the event of an overpayment resulting from an error in billing.
28. CONTRACTOR agrees that no funds, neither federal nor funds obtained through a cost reimbursement mechanism, may be utilized under the terms of this contract for renovation of real/immovable property without prior written approval of the Executive Director of the HSA.
29. CONTRACTOR further agrees to establish and abide by internal policies and procedures that adhere to Federal and State statutory requirements and to applicable regulatory and licensure standards for reporting and investigating allegations of abuse, neglect and exploitation, and where applicable, taking appropriate preventative and corrective action.
30. CONTRACTOR must comply with legal mandates related to the populations being served (e.g. background checks for staff in contact with children) as provided by the Louisiana Child Protection Act (RS 15:587.1).
31. CONTRACTOR hereby certifies that it will comply with the requirements of the Pro-Children Act of 1994 (Act) and its amendments and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

32. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.

33. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

34. Force Majeure: The CONTRACTOR and the HSA are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

35. CONTRACTOR agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

36. The rights of CONTRACTOR pursuant to this contract are restricted solely to CONTRACTOR and shall not be assigned, transferred, or subject to the interest of another party without the written authorization of the HSA. Any attempted assignment will be void and of no effect.

37. The CONTRACTOR certifies that neither it, nor its principals, nor any of its employees or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, declared non-compliant, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit a written explanation to the HSA for review prior to entering a contract with the HSA. Misrepresentation of this certification is sufficient cause for immediate termination of the contract by the HSA.

38. Northeast Delta Human Services Authority and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations. If the CONTRACTOR is found to be in violation of any of the aforementioned laws, rules and regulations, this contract is subject to immediate termination, not the thirty (30) days advance written notice provision. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.

39. CONTRACTOR agrees to follow National Voter Registration Act (NVRA) Policy. CONTRACTOR is responsible for offering all adult (age 18+) clients enrolled in the program the opportunity to complete a Voter Registration Application and Declaration form at admission, re-admission, recertification (annual fee assessment) and/or change of address notification. (For direct service contracts only)