



**Office of State Procurement  
PROACT Contract Certification of Approval**

**This certificate serves as confirmation that the Office of State Procurement  
has reviewed and approved the contract referenced below.**

**Reference Number:** 2000153430 ( 1)

**Vendor:** FLORIDA PARISHES HSA

**Description:** PROVIDE PERMANENT SUPPORTIVE HOUSING TO THE DISABLED

**Approved By:** Sue Ellen Hopper

**Approval Date:** 4/24/2018

Your amendment that was submitted to OSP has been approved.

**AMENDMENT TO  
AGREEMENT BETWEEN STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH**

Amendment #: 01  
LAGOV#: 2000153430  
LDH #: 060956

Office of Aging and Adult Services

(Regional/ Program/  
Facility

PERMANENT SUPPORTIVE HOUSING

Original Contract Amount \$ 533,088.00

**AND**

Original Contract Begin Date 12-01-2015

FLORIDA PARISHES HUMAN SERVICES AUTHORITY

Original Contract End Date 06-30-2018

Contractor Name

RFP Number: PSHP-FY15-OAAS # 8

**AMENDMENT PROVISIONS**

Change Contract From: From Maximum Amount: \$533,088.00

Current Contract Term: 12/01/2015-6/30/2018

The Contractor will provide housing support services to disabled persons authorized to receive CDBG funded services in the LDH Permanent Supportive Housing Program. Services will be community-based and individualized. They will be determined via individual assessments as the basis of the development of individualized housing support plans. The support plans will be monitored and revised as needed.

The Contractor shall comply with federal Community Development Block Grant (CDBG) assurances (EXHIBIT 2) as applicable.

Program records shall be maintain for a period of 5 years past program closing.

Change Contract To: To Maximum Amount: \$533,088.00

Changed Contract Term: 12/01/2015-11/30/2018

The Contractor shall provide housing support services to disabled persons authorized to receive CDBG funded services in the LDH Permanent Supportive Housing Program. Services will be community-based and individualized. They will be determined via individual assessments as the basis of the development of individualized housing support plans. The support plans will be monitored and revised as needed.

The Contractor shall comply with federal Community Development Block Grant (CDBG) assurances (EXHIBIT 2) as applicable.

Program records shall be maintained for a period of five (5) years past program closing.

**Justifications for amendment:**

OAAS is requesting an extension of the term of the contract to include 11/30/2018. The contract was awarded through the RFP process which allows for a period of up to 36 months. No additional monies are required to continue these services through the originally awarded RFP process of up to 36 months. This contract is for OAAS, Permanent Housing Support Services. The Contractor serves as a point of access for disabled persons applying for housing support services that are determined via an individual assessment.

This Amendment Becomes Effective: 07-01-2018

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

**CONTRACTOR**

FLORIDA PARISHES HUMAN SERVICES AUTHORITY

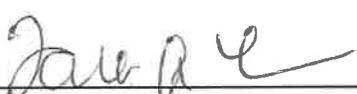
  
CONTRACTOR SIGNATURE 4-23-18  
DATE

PRINT NAME Richard J. Kramer

CONTRACTOR TITLE Executive Director

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH**

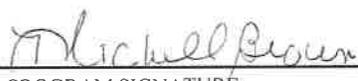
Secretary, Louisiana Department of Health or Designee

  
SIGNATURE 4-23-18  
DATE

NAME Tara A. LeBlanc

TITLE Assistant Secretary

OFFICE Office of Aging and Adult Services

  
PROGRAM SIGNATURE 4-23-18  
DATE

NAME Michell Brown, PSH Program Director

# Florida Parishes Human Services Authority

## BOARD RESOLUTION

State of Louisiana  
Parish of Tangipahoa

On the 23<sup>rd</sup> day of September, 2016, at a meeting of the Governing Board of Directors of the Florida Parishes Human Services Authority, held in the City of Hammond, Parish of Tangipahoa, State of Louisiana, with a quorum of board members present, the following business was conducted:

Whereas, pursuant to Louisiana Revised Statutes 28:851 et seq., the Board of the Florida Parishes Human Services Authority has employed an executive director who shall oversee the operations of the Authority and who shall be responsible for the administration and management of all aspects of the Authority:

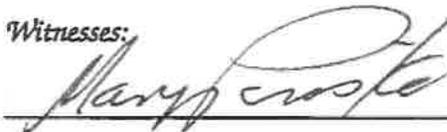
Be it resolved that Richard Kramer, Executive Director, is hereby vested with the authority to employ, appoint, remove, assign and promote such personnel as is necessary for the efficient administration of the Authority and its programs and the performance of its powers, duties, functions and responsibilities, including but not limited to the authority to effect disciplinary actions, in accordance with Civil Service laws, rules and regulations; as such, the Board of the Florida Parishes Human Services Authority does hereby delegate appointing authority for the Authority to Richard Kramer, Executive Director.

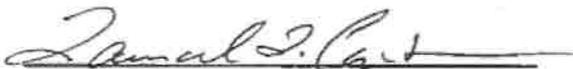
The above resolution was passed by a unanimous vote of those present and voting in accordance with the by-laws of the Authority.

I certify that the above and foregoing constitutes a true and correct copy of the resolution adopted at the meeting of the Board of Directors of Florida Parishes Human Services Authority on September 23, 2016.

  
\_\_\_\_\_  
Carol Stafford, Board Chair  
Florida Parishes Human Services Authority

Witnesses:

  
\_\_\_\_\_

  
\_\_\_\_\_



**Office of State Procurement  
PROACT Contract Certification of Approval**

**This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.**

**Reference Number:** 2000153430

**Vendor:** Florida Parishes Human Services Authority

**Description:** Provide housing support services to disabled persons

**Approved By:** Sue Ellen Hopper

**Approval Date:** 4/29/2016

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

**CONTRACT BETWEEN STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS  
Office of Aging and Adult Services**

LAGOV: 2000153430  
DHH: *06091516*  
Agency # 320

**AND  
Florida Parishes Human Services Authority  
FOR**

Personal Services    Professional Services    Consulting Services    Social Services

<b>1) Contractor (Legal Name if Corporation)</b> Florida Parishes Human Services Authority	<b>5) Federal Employer Tax ID# or Social Security #</b> 38375668900 <b>(Must be 11 Digits)</b>			
<b>2) Street Address</b> 835 Pride Dr Suite B	<b>6) Parish(es) Served</b> 53			
<table style="width:100%; border: none;"> <tr> <td style="width:33%;"><b>City</b> Hammond</td> <td style="width:33%;"><b>State</b> LA</td> <td style="width:33%;"><b>Zip Code</b> 70401</td> </tr> </table>	<b>City</b> Hammond	<b>State</b> LA	<b>Zip Code</b> 70401	<b>7) License or Certification #</b>
<b>City</b> Hammond	<b>State</b> LA	<b>Zip Code</b> 70401		
<b>3) Telephone Number</b> (985) 543-4333	<b>8) Contractor Status</b> Subrecipient: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>4) Mailing Address (if different)</b>				
<table style="width:100%; border: none;"> <tr> <td style="width:33%;"><b>City</b></td> <td style="width:33%;"><b>State</b></td> <td style="width:33%;"><b>Zip Code</b></td> </tr> </table>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>8a) CFDA#(Federal Grant #)</b> 14.218
<b>City</b>	<b>State</b>	<b>Zip Code</b>		

**9) Brief Description Of Services To Be Provided:**  
 The Contractor will provide housing support services to disabled persons authorized to receive CDBG funded services in the DHH Permanent Supportive Housing Program. Services will be community-based and individualized. They will be determined via individual assessments as the basis of the development of individualized housing support plans. The support plans will be monitored and revised as needed.

The Contractor shall comply with federal Community Development Block Grant (CDBG) assurances (EXHIBIT 2) as applicable.

Program records shall be maintain for a period of 5 years past program closing.

<b>10) Effective Date</b> 12-01-2015	<b>11) Termination Date</b> 06-30-2018
<b>12) Maximum Contract Amount</b> \$ 533,088.00	
<b>13) Amounts by Fiscal Year</b> FY16 \$103,656   FY17 \$177,696   FY18 \$177,696   FY19 \$74040	

**14) Terms of Payment**  
 If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: Payment will be made upon receipt and approval of submitted invoices. The payment rate of the contract is \$15.11 per unit, in which a unit equals 15 minutes, at 14 units per month, per client, with a monthly cap of \$14,808. The contractor will service 70 clients.

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

<b>PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:</b>	<b>First Name</b> Michell	<b>Last Name</b> Brown
	<b>Title</b> DHH PSH Program Director	<b>Phone Number</b> (225) 342-5885

**15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

- Attachment A: HIPAA Addendum                      Exhibit 1: CDBG Assurances
- Attachment B: Statement of Work
- Attachment C: order of Precedence*
- + Entire Agreement Clauses*

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

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

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

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

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

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract.

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

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

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

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

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

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

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

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1299.39 provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24.
30. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
31. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
32. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

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

Florida Parishes Human Services Authority

STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS

*Melanie Watkins* 3/30/16  
SIGNATURE DATE

SIGNATURE DATE

Melanie Watkins

NAME

Executive Director

TITLE

NAME

Secretary, Department of Health and Hospital or Designee

TITLE

Office of Aging and Adult Services

SIGNATURE DATE

*Tara A. LeBlanc*  
SIGNATURE DATE

NAME

Tara A. LeBlanc

NAME

Assistant Secretary

TITLE

TITLE

## HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health and Hospitals ("DHH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
  - A. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
  - B. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
  - C. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
  - D. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of DHH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between DHH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between DHH and contractor.
16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

## GOAL/PURPOSES

To provide the Housing Support Services to the participants in the Permanent Supportive Housing program who are currently receiving Community Development Block Grant funded services.

The services will focus on the skills needed by participants to maintain stable housing, including but not limited to: education on tenant's rights and responsibilities, assistance with effectively responding to or avoiding identified precursors or triggers that would put participants at risk of remaining in a natural community location, and assistance with developing daily living skills specific to managing his or her own home. Services will be delivered by contractor and will be provided in the participant's home or community rather than in a provider's office. Because the PSH program serves people with any type of significant disability, the contractor will need to have expertise in the needs of several different disability populations and will be expected to have extensive knowledge of other service resources in the surrounding community to assist with the participant's overall care.

Eligible Households include: Persons with disabilities that impair their ability to get and retain housing and who meet income requirements as established by the Department of Housing and Urban Development (HUD).

- Hurricane displaces with disabilities and in need of permanent supportive housing (PSH) – disabled and unable to access and retain housing without assistance.
- Households in which an individual household member has a substantial, long term disability as determined by the DHH including any of the following:
  - Serious mental illness
  - Addictive Disorder
  - Developmental Disability: occurring before the age of 22
  - Physical, sensory, or cognitive disability occurring after the age of 22

The purpose of this service is to provide the individualized community based housing supports needed for these individuals/households to live successfully in the community and avoid institutionalization or homelessness.

## DELIVERABLES

The contractor shall:

1. The contract will provide housing-based support services, such as social skills building, budgeting training, mental health assessment and treatment, support and assistance in accessing community resources, and home/hygiene maintenance, to name a few. The services are provided by Mental Health Rehabilitation PSH certified providers through the delivery of Community Psychiatric Support and Treatment (CPST) and Psychosocial Rehabilitation (PSR) services.

## OUTCOME 1:

PSH households will receive community-based housing supports and services that meet stated criteria. This includes (a) conducting assessments and planning for each participant (b) the development of an individualized written housing support plan, (c) the collaboration with existing service providers, (d) maintaining files on all households receiving cdbg funded services and, (e) the implementation of best practices such as motivational interviewing, harm reduction and housing first. The contractor is required to maintain an individual participant file for each member receiving services. This file must include an annual assessment, service/housing support plan, crisis plan, and disaster plan, and progress notes documenting service delivery.

**Service Planning** – Service planning will be conducted by the contractor under the supervision of either an LCSW or an LPC.

- The contractor will develop an individualized service plan for each participant household. Some households may have more than one family member in need of services. PSH serves the whole family, not just the Head of Household. If more than one member of the household needs individual services, a separate service plan must be developed. The plan will be developed with the participant, members of the participant's family and/or support network and any participant requested community service provider providing services to the participant. All service planning shall be documented and become a part of the participant's case record. Participants may decline services but the contractor must develop a plan that outlines the amount of contact the provider will maintain with the participant and the continued attempts to engage the participant in services.
- **Crisis Planning** – The contractor will conduct Crisis Prevention, Intervention and Stabilization planning as required. The format for the crisis planning document shall be submitted to DHH for approval within 30 calendar days from the start date of the contract.
- **Individualized Housing Support Plan (IHSP)** –The contractor shall develop and update an IHSP as required and according to the time frame designated. The format for the IHSP shall be submitted to DHH for approval within 30 calendar days from the start date of this contract.
- **Disaster Planning** – The contractor shall develop in conjunction with the participant a plan to follow in the event of a natural or manmade disaster. The plan must include the activities the contractor will conduct to assist the participant in carrying out the plan. Planning will be simultaneous with that of the IHSP and Crisis Plans. The format for the plan shall be submitted to DHH for review within 30 calendar days from the start date of the contract

**Performance Indicators:**

**For 100% of the households there is a file containing assessments and plans completed within the required timeframes and documentation of service delivery.**

**Monitoring Plan:**

- Contract Monitor will conduct on-site monitoring and quality of service reviews on an annual basis and/or as needed to ensure services are delivered within contract guidelines. Additionally, on a monthly basis, the fiscal monitor will request progress notes for randomly selected participants billed for during that month.

**OUTCOME 2**

Contractor shall provide a copy of their updated policy and procedures that incorporate PSH principles and approach to service delivery for presentation to DHH within 60 calendar days of the start of the contract.

**Performance Indicators**

Policy and procedures manual shall incorporate PSH principles and approach to service delivery, outline hw staff orientation and training will be conducted and include personnel policies and procedures for hiring.

**Monitoring Plan**

Contract Monitor will conduct on-site monitoring of Contractor infrastructure and written policy on an annual basis and/or as needed to ensure Contractor compliance with PSH Policy and Procedure.

**OUTCOME 3**

The Contractor shall maintain a case record on each participant receiving housing based support services through the program. Case records will be retained as required by Community Development Block Grant regulations as stated in the OMB circular, OMB Circulars A-122/133. At a minimum, this case record shall consist of:

- Demographic and identifying information
- Referral form
- Initial PSH assessment
- Comprehensive Housing Assessment
- Individualized Housing Support Plan
- Crisis Prevention, Intervention and Stabilization plan
- Collection of relevant client record information from agencies from whom the resident has received services;
- Copies of all items or expenses paid with E&P funds
- Participant Incident reports
- Service logs completed for each service contact with or about a tenant
- Closing summary, including summary of program outcomes based on life areas and related to service plan, current needs, community referrals, and reason for case closure
- Information releases, waivers of confidentiality

**Performance Indicators**

100% of the participant files will be in compliance with Community Development Block Grant regulations as determined by annual on-site monitoring and Monitoring Summary which are provided to Contractor following every on-site monitoring visit.

**Monitoring Plan**

The PSH Contract Monitor will conduct annual on-site monitoring of participant files and quality of service, infrastructure, and written policy reviews. Any areas determined to be out of compliance will be documented on a Monitoring Summary report which all Contractors receive within 30 days following each on-site monitoring visit. If needed, recommendations for compliance are included within the Monitoring Summary report.

## **Order of Precedence Clause**

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

## **Entire Agreement Clause**

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

## CDBG Program Administration and Compliance

### 1. General Compliance

DHH agrees to comply with the requirements of Title 24 of the Code of Regulations Part 570 subpart I (<http://www.gpoaccess.gov/cfr/index.html>) and, when and if applicable, subpart K of these regulations when and if applicable. DHH also agrees to comply with all other applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>).

DHH further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### 2. Performance Monitoring

OCD will monitor the performance of DHH and its contractors/sub-recipients against goals and performance standards in Exhibit B the "Plan." Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by DHH within a reasonable period of time after being notified in writing by OCD, termination procedures will be initiated.

### 3. Financial Management

#### a. Accounting Standards

DHH and its contractors/sub-recipients agree to comply with 24 CFR 84.21-28 or 24 CFR 85.21 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### b. Cost Principles

DHH, and its contractors/sub-recipients shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-87 "Cost Principles for State and Local Government," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### 4. Documentation and Record Keeping

#### a. Records to be Maintained

DHH, and its contractors/sub-recipients shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

Records providing a full description of each activity undertaken;

- i) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- ii) Records required for determination of the eligibility of activities;
- iii) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- iv) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- v) Financial records as required by 24 CFR 570.502, 24 CFR 84.21-28 and 24 CFR 85.21; and
- vi) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

b. Retention

DHH and its contractors/sub-recipients shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years from the date of project closeout. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

5. Close-outs

DHH and its contractors/sub-recipients' obligation to OCD shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of all unused materials and equipment) to OCD, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that DHH has control over CDBG funds provided through this agreement.

6. Procurement

a. Compliance

DHH shall conduct all procurement transactions in a manner that provides, to the

7. Prohibited Activity

DHH and its contractors/sub-recipients are prohibited from using funds provided herein or personnel employed in the administration of the program for: inherently religious activities, lobbying, political patronage, and nepotism activities. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities such as candidate forums, voter transportation, or voter registration.

8. Section 3 compliance in the provision of training, employment and business opportunities.

DHH and its contractors/sub-recipients agree to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC 1701u (section 3) insofar as this act applies to the performance of this Agreement.

9. Conflict of Interest

DHH and its sub-recipients agree to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. DHH and its sub-recipients shall adhere to a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the DHH, the sub-recipient, or any designated public agency.

maximum extent practical, open and free competition. Sub-recipients shall provide DHH with executed copies of all contracts along with documentation concerning the selection process. All program assets (property and equipment) shall revert to the OCD upon termination of this Agreement

b. OMB Standards

Unless specified otherwise within this agreement, DHH shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 or 24 CFR 85.36.

c. Travel

Travel expenses, which must be included in the approved Budget, constitute part of the total maximum payable under the contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedures Memorandum 49 (the State General Travel Regulations. Prior to any out of state travel that will be charged to the CDBG program, a request for approval must be submitted to the appropriate entity and be approved by that entity prior to incurring the travel charges. DHH will submit to OCD for travel related to its program administration and sub-recipient monitoring responsibilities. LLAs, including DHH offices acting as LLAs, will submit to DHH Office of the Secretary. Subcontractors of the LLAs will submit to LLAs. All out of State travel that will be charged to the CDBG program must be approved in accordance with state travel PPM 49.

d. Indirect Costs

Indirect costs may not be charged to the grant proceeds or as administrative expenses by DHH or sub-recipients.

e. Utilization of Small, Minority and Women's Owned Enterprises.

DHH shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible following the steps outlined in 24 CFR 84.44(b) Procurement for Non-Profit organizations or 24 CFR 85.36(c) Procurement for Local Governments, as applicable.

f. Sole Source Procurement

DHH shall specifically identify all awards of sole source contracts and the rationale for making the award on a sole source basis in reports to OCD. All sole source contracts must be approved by OCD in advance. All sole-source procurements will be reported by OCD to the U.S. Congress as per PL 109-148.

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
BA-22 (Revised 10/2005)**

Date: 12/7/2015 Dept/Budget Unit/Program #: 320/100

Dept/Agency/Program Name: DHH/Office of Aging & Adult Services OCR/CFMS Contract #: \_\_\_\_\_  
 Agency/Program BA-22 #: 21 Agency/Program Contract #: \_\_\_\_\_

Fiscal Year for this BA-22: 2015-16 BA-22 Start/End Dates: 12/01/15 06/30/16  
(yyyy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): Yes If "Yes", provide contract dates:  
12/01/15 11/30/18  
(Start Date) (End Date)

Florida Parishes 38-3756689  
(Contractor/Vendor Name) (Contractor/Vendor No.)

Provide housing support services to disabled persons authorized to receive CDBG funded services in the DHH Permanent Supportive Housing Program.  
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): No Amendment Start/End Dates: \_\_\_\_\_  
(Start Date) (End Date)

Contract Cancellation (Yes/No): No Date of Cancellation: \_\_\_\_\_

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level				
MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$0	0.0%	\$0	0.0%
Interagency Transfers	\$103,656	100.0%	\$533,088	100.0%
Fees and Self Gen.	\$0	0.0%	\$0	0.0%
Statutory Dedication	\$0	0.0%	\$0	0.0%
Federal	\$0	0.0%	\$0	0.0%
<b>TOTALS</b>	<b>\$103,656</b>	<b>100.0%</b>	<b>\$533,088</b>	<b>100.0%</b>

\*Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)  
 Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) Yes  
 If not, explain. \_\_\_\_\_

This information is to be provided at the Agency/Program Level	
Name of Object Code/Category:	<u>Professional Services/Other Charges</u>
Object Code/Category Number:	<u>3740</u>
Amount Budgeted:	<u>\$6,203,786</u>
Amount Previously Obligated:	<u>\$944,364</u>
Amount this BA-22:	<u>\$103,656</u>
Balance:	<u>\$5,155,766</u>

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact: K. Whitworth  
 Name: Karen Whitworth  
 Title: Program Manager 1-A  
 Phone: (225) 219-5852

Reviewed/Approved By: Sherlyn Sullivan  
 Name: Sherlyn Sullivan  
 Title: Program Manager 3  
 Phone: (225) 219-5855

FOR AGENCY USE ONLY						
AGENCY	PROGRAM	ACTIVITY	ORGANIZ.	OBJECT	REPT CAT	AMOUNT
320	100		7170	3740	4501	\$103,656