

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS FOR HIV/AIDS SERVICES

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

Issue Date: May 13, 2009

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Glossary

CDC: Federal Center for Disease Control

DHH: Department of Health and Hospitals

HRSA: Health Resources and Services Administration

Must: Denotes a mandatory requirement

OPH: Office of Public Health

Shall: Denotes a mandatory requirement

Should: Denotes a preference, but not a mandatory requirement

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

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

DHH is comprised of the Bureau of Health Services Financing (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Mental Health, the Office for Addictive Disorders, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.

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

The HIV/AIDS Program is responsible for coordinating the state's response to the HIV/AIDS epidemic. The program conducts activities to: 1) provide medical and social services to persons with HIV infection and AIDS, 2) prevent new cases of HIV infection, and 3) collect data and compile, analyze and distribute information about the progression of the HIV epidemic in the state.

B. Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified proposers that provide program activities related to the prevention of HIV infection, the provision of services for HIV-infected persons, and to monitor the HIV/AIDS epidemic over time. A contract is necessary to conduct management, coordination, technical assistance and training, and data management and analysis activities that support the following components of the HIV/AIDS Program:

1. Community-Based Organization Management, Technical Assistance, Data Management and Evaluation of Implemented Prevention and Services Interventions.

This component provides management, coordination, technical assistance and data management for activities of approximately 25 community-based organizations (CBOs) conducting publicly-funded HIV prevention programs and approximately 25 organizations providing Ryan White Part B and Housing Opportunities for People With AIDS (HOPWA) services.

2. The Training and Communications Support component maintains the statewide HIV/STD Resource Library, produces program newsletters, and distributes educational materials and supplies to clinics, community-based organizations and other appropriate service providers for the HIV/AIDS Program. In addition, this component operates the Statewide HIV/AIDS Infoline and it is responsible for conducting training to assist community-based organizations, health units, and medical providers in conducting publicly-supported prevention interventions, including traditional and rapid HIV testing.
3. HIV Partner Services. The HIV/AIDS Program is responsible for managing the DHH Office of Public Health's HIV Partner Services Program database and coordinating follow-up on identified partners of confirmed HIV cases.
4. Core Surveillance (Case Ascertainment). This component of the program represents the active statewide system for reporting individual cases of HIV and AIDS, as required by Louisiana state law. In this system, Surveillance staff solicits reports from medical providers and other mandated reporters for persons with HIV/AIDS, and contacts providers whenever necessary to gather data as required by the Federal Centers for Disease Control and Prevention (CDC) protocols for HIV/AIDS surveillance activities. The primary activities of this component include:
 - Active solicitation and investigation of all potential cases of HIV/AIDS by field epidemiologists, covering all public health regions, including ascertainment of risk and assessment of progression to AIDS and death for confirmed cases
 - Laboratory surveillance, including the maintenance of electronic reporting to facilitate active reporting from public, private, and national laboratories
 - Data verification with other public health and provider databases to maximize complete reporting and ascertain rates of co-infections
 - Program evaluation activities to ensure compliance with CDC's required standards for the timeliness, accuracy, and completeness of HIV/AIDS reporting systems
 - Dissemination of reports and provision of epidemiologic technical assistance to facilitate appropriate use of surveillance data in program planning and evaluation activities
5. Supplemental Surveillance and Emerging Protocols. The CDC frequently releases announcements for jurisdictions to apply for funds to support supplemental surveillance activities or studies. These awards may be short-term or ongoing. Emerging protocols include activities which are likely to involve, or become a part of, core surveillance activities. Current activities include:
 - Enhanced Perinatal Surveillance, an ongoing project that encompasses CDC protocols and local initiatives to monitor the epidemic among HIV-infected pregnant women and their infants

- The National HIV Behavioral Surveillance project which examines behaviors that place people at risk for HIV
 - HIV Incidence projects which include ongoing and developing protocols to assess rates of new infections
 - The Viral Resistance Surveillance project which includes protocols to assess the extent of viral resistance in persons with HIV infection
6. The Program Operations Technical Assistance component provides financial and operational support to all HIV/AIDS Program components to meet the program goals and the requirements of federal and state funding agencies.

Proposers must apply to conduct all program components that are described above. All components described in this RFP should be addressed in its entirety. In addition, all activities of the contractor must be planned and conducted in close collaboration and coordination with the HIV/AIDS Program.

Security of HIV/AIDS related data is imperative to the success of the program. All areas must have written confidentiality and data security policies and surveillance personnel must adhere to CDC and State requirements. These policies must be approved by the HIV/AIDS Program Administrative Director and be consistent with the CDC requirements for security and confidentiality of data.

DHH/OPH intends to award one contract to an appropriate organization capable of supporting HIV/AIDS prevention, services, and surveillance projects statewide. Specific activities and deliverables are described in Section II.

C. Invitation to Propose

The Office of Public Health, HIV/AIDS program is inviting qualified proposers to submit proposals for services to conduct HIV/AIDS program support services within the State of Louisiana in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

D'Ann McGary
Assistant Business Manager
Louisiana OPH HIV/AIDS Program
1010 Common St., Suite 1100
New Orleans, LA 70112
504-568-7474 (Telephone)
504-568-7044 (Fax)
d'ann.mcgary@la.gov

This RFP is available in pdf at the following weblink:
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

E. Proposer Inquiries

The Department will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted to the following web address <http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> by the date specified in the Schedule of Events.

Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Schedule of Events (DHH reserves the right to deviate from this Schedule of Events)

Schedule of Events	Tentative Schedule
Public Notice of RFP	May 13, 2009
Deadline for Receipt of Written Questions	4:00pm CDT May 20, 2009
Response to Written Questions	May 25, 2009
Deadline for Receipt of Proposals	4:00pm CDT June 15, 2009
Proposal Evaluation	June 16/17, 2009
Contract Award Announced	June 18, 2009
Contract Negotiations Begin	June 19, 2009
Contract Begins	July 1, 2009

G. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address: <http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

II. Scope of Work

A. Project Overview

The purpose of the Louisiana OPH HIV/AIDS Program is to reduce the spread of HIV in Louisiana, to ensure that persons living with HIV/AIDS have access to needed services, and to track the HIV/AIDS epidemic within the State of Louisiana. The result of this contract will be to provide the following support to the Louisiana OPH HIV/AIDS Program:

- Management
- Operational
- Database support
- Surveillance
- Fiscal
- Program evaluation

Currently, the HIV/AIDS Program staff is domiciled in New Orleans. Below are the program components that will be supported by the services provided by the contractor. Specific deliverables required under the contract are in Section II.B.

1. Community-Based Organization Management, Technical Assistance and Data Management and Evaluation of Implemented Prevention and Services Interventions.

Contractor will collaborate with the HIV/AIDS Program to provide management, coordination, technical assistance and data management for activities conducted by approximately 25 publicly-funded community-based organizations (CBOs) conducting HIV prevention programs and approximately 25 organizations providing Ryan White Part B and HOPWA services. HIV Prevention technical assistance is provided for, but not limited to, the following HIV prevention activities: outreach, small group sessions, prevention material availability, risk management, HIV counseling and testing, and other Diffusion of Effective Behavioral Interventions (DEBIs) in accordance with CDC directives and the Louisiana Comprehensive HIV/Sexually Transmitted Disease (STD) Prevention Plan. Ryan White Part B and HOPWA technical assistance is provided for the implementation and management of CAREWare software, a client-level database that tracks utilization of Health Resources and Services Administration (HRSA) and Housing and Urban Development (HUD) funded services. The technical assistance and data management component will include developing or revising protocols, organizing and conducting training for CBO staff, collecting and entering data and providing consultation to CBO and OPH staff.

Contractor will assist in the development and implementation of the CDC and HRSA required evaluation plans, quality assurance activities, standardized OPH HIV prevention activity evaluation forms, and a monitoring/evaluation system.

Contractor will also be required to maintain the CDC-developed Program Evaluation and Monitoring System (PEMS), collect data, enter data into appropriate databases, develop CDC and HRSA mandated reports and provide feedback to the HIV/AIDS Program and community-based organizations on the various HIV prevention and services interventions. Contractor will be responsible for developing and facilitating data management-related trainings for staff from the HIV/AIDS Program and contracted community-based organizations.

Contractor will provide data management and analysis for Ryan White Part B and HOPWA Programs, CBO Quarterly Reports, CBO Annual Site Visit Summaries, training evaluations, Street Outreach Surveys, HIV Counseling and Testing forms, Prevention with Positive Program forms, and HIV Partner Services forms. Reports produced will include semi-annual and year-end progress reports, statistics needed for the Ryan White Part B and HOPWA applications, the annual Ryan White HIV/AIDS Data Report (RDR) and the bi-annual Ryan White Services Report (RSR) for HRSA, the Statewide Coordinated Statement of Need (SCSN) and the HIV Comprehensive Plan, statistics needed for the Comprehensive Annual Progress and Evaluation Report and Consolidated Annual Plan for the HUD, standardized summary statistics, intervention documentation forms and other reports as required by CDC or HRSA or as requested by HIV/AIDS Program administration. Contractor will review local, state, and federal statistics in order to determine programmatic appropriateness of HIV/AIDS activities. The largest data components are described below:

- **Prevention Material Availability:** Contractor will maintain a current database on distribution sites (approximately 1,700 sites) and shipment of prevention materials to clinics, including collecting reports on orders, shipment receipts, inventories, and distribution sites. Standardized reports, including monthly monitoring logs and monthly invoices, and special reports will be developed as requested.
- **HIV Counseling and Testing:** Contractor will collect HIV Counseling and Testing forms from testing sites and enter them into a computerized database provided by OPH. Contractor will conduct quality assurance checks on HIV test data for completeness and accuracy, and will contact testing site staff to resolve identified problems. Contractor will be responsible for the data management and analysis. Standardized quarterly and annual reports will be produced and distributed to testing sites and special reports will be developed as requested. Data will be transferred to the CDC on a monthly basis. Contractor will provide training on HIV counseling and testing services and rapid testing and provide technical assistance to clinical settings, including public health units, community clinics, correctional facilities, hospital emergency rooms, and labor and delivery departments, on implementing HIV testing as a routine part of medical care.

- CAREWare: Contractor will receive and enter client-level and aggregate data on HIV infected individuals receiving Ryan White Part B and HOPWA services. Data will be received from approximately 25 medical and social service providers. Contractor will conduct quality assurance checks on data for completeness and accuracy and will provide feedback and training to submitters. Data related to the AIDS Drug Assistance Program (ADAP) will be transmitted to HRSA quarterly. Other service utilization data will be submitted on a bi-annual basis.

All databases must be maintained in accordance with confidentiality requirements of the HIV/AIDS Services, Surveillance and Prevention sections, the Centers for Disease Control and Prevention, and must meet Health Insurance Portability & Accountability Act (HIPAA) guidelines. A HIPAA Business Associate Agreement (see Attachment I) will be part of any contract entered into as result of this RFP.

2. Training and Communications Support

Contractor will administer the Statewide HIV/STD Infoline and manage the distribution of educational materials in order for resources to be readily available to the public. Contractor will maintain and update all curricula utilized to train community-based organizations to implement prevention interventions. Tasks will include researching, developing and/or soliciting effective prevention interventions and will distribute educational materials (audiovisual and printed materials) to organizations and individuals across the State of Louisiana. Infoline services will be offered in Spanish and English and the resource database which covers HIV, STDs, TB and Hepatitis related information and referrals will be updated on a quarterly basis. A web-based resource guide and information will be maintained on a monthly basis. All trainings and distribution of educational materials will be entered into an inventory database provided by OPH. Monthly standardized and special reports will be produced to track distribution. Prior to distribution, all CDC funded materials must be approved by the HIV/AIDS Program's Program Review Panel.

Contractor will provide staffing support for educational and training activities of the HIV/AIDS Program in collaboration with the Delta Region AIDS Educational and Training Center, OPH STD Program, DHH Office for Addictive Disorders, community-based organizations, the Centers for Disease Control and Prevention, and other local, state and federal agencies.

Contractor will coordinate, edit, produce, and distribute reports on the various activities of the HIV/AIDS Program to approximately 2,000 contacts, including: public health sites, elected officials, media, community-based organizations, universities and research facilities, interested individuals and the Centers for

Disease Control and Prevention. Contractor will be responsible for the production of all materials and mailing expenses to accomplish these activities.

Contractor will determine the disposition of HIV pregnant women and their infants, maintain a database that tracks the disposition and outcome of each case, and investigate cases where infants are deemed HIV indeterminate. The contractor will also oversee the Perinatal Work Group (PWG) and serve as the liaison between the OPH HAP, Maternal/Child Health Program, Sexually Transmitted Diseases Program, Family Planning Program, and appropriate Office of Community Services Programs. This will include a statewide planning process to identify and prioritize effective interventions and coordination for the elimination of perinatal transmission of HIV. Contractor will be responsible for conducting outreach to clinic staff and individual health care providers who care for HIV-infected pregnant women. Outreach activities include hospital/clinic visits and presentations regarding current perinatal HIV prevention protocols, statewide perinatal surveillance data, and available federal, state and community resources for HIV-infected women and their exposed or infected children. Contractor will also develop a labor and delivery rapid testing education and training program for targeted hospitals. Contractor will coordinate the development of a statewide public information intervention plan, including social marketing, to address perinatal transmission.

3 HIV Partner Services (HPS)

Contractor will manage multiple program elements of a comprehensive statewide HIV program to ensure that HIV-infected persons notify their partners of possible exposure. Activities include:

- Produce regular regional line lists for STD Program Managers to conduct HPS services;
- Enter data in and maintain the PS database;
- Work to ensure that all persons with newly diagnosed or reported HIV infection should be offered HIV partner services at least once;
- Work with health-care providers who provide HIV screening or testing, other HIV counseling and testing providers, HIV care providers, and HIV case managers to ensure that clients and patients are offered HIV partner services as soon as possible after diagnosis and on an ongoing basis, as needed;
- Train and offer technical assistance to community-based providers to provide partner elicitation services and work with providers of anonymous HIV testing services to develop strategies for providing partner services to persons who test positive;
- Work with providers of HPS to maximize the number of HIV positive persons who are located and offered HPS and to ensure that HIV positive persons interviewed are referred to medical services and that referrals are documented and followed up;

- Ensure that persons testing positive through HPS are referred to medical services and referrals are documented and followed up;
- Ensure that persons who don't return for their positive test results are given an opportunity to receive those results.
- Produce reports as requested by the HIV/AIDS Program Administrative Director, Medical Director, the Surveillance and Prevention Managers, and CDC.

4. Core Surveillance (Case Ascertainment)

The contractor will follow all CDC protocols for conducting HIV/AIDS surveillance activities (see <http://www.cdc.gov/hiv/topics/surveillance/index.htm> for CDC case definitions of HIV and AIDS and related forms). Specifically, the contractor will maintain statewide active case finding systems for both cases of HIV infection and AIDS, which solicit case reports in a timely manner directly from reporting sources. According to the Louisiana Administrative Code, Title 51, Public Health–Sanitary Code, persons responsible for reporting include: physicians, nurses, infection control practitioners, coroners, directors of medical records, social workers, laboratories, dentists, and other health care professionals. At a minimum, the contractor will conduct the following activities:

General Case Ascertainment

- Educate providers on their reporting responsibilities, establish ongoing communication with all reporting sites, conduct routine visits to reporting sources, and establish awareness and support for surveillance activities and studies. Provider education will be accomplished through distribution of materials and visits by Contractor Field Epidemiologists.
- Conduct active case-finding in all large inpatient and outpatient facilities and physician offices serving HIV infected persons. Contractor will investigate all potential cases of HIV/AIDS, utilize CDC case report forms, and follow supplemental and standard protocols in the ascertainment of risk and assessment of progression to AIDS and death for confirmed cases.
- With guidance from OPH and in accordance with CDC protocols, the contractor will investigate cases of special interest, such as cases without a known mode of infection, transfusion and/or transplant associated cases, cases of HIV-2 infection, or cases with potentially unusual HIV strain variants.

Laboratory Surveillance

- Contractor will educate laboratories conducting tests relating to HIV infection regarding their reporting responsibilities under the state law. Provider education will be accomplished through distribution of materials and visits by HAP Field Epidemiologists.
- Contractor must conduct active laboratory-based case finding for persons who are known to be infected with HIV and/or who meet the immunologic

criteria for AIDS, and possibly who have been diagnosed with other reportable diseases.

- Contractor must rigorously monitor the laboratory surveillance system to ensure that all expected results are reported from each laboratory every month.
- Contractor will develop and improve electronic reporting technologies by identifying laboratories that are reporting data electronically and facilitate arrangements to conduct regular transmission of electronic laboratory data to HAP.

Matching with Other Data Sources

- The following activities currently occur on a regular basis or are in the process of being established. The contractor will work closely with HAP and other OPH staff to accomplish these activities.
- Contractor will routinely conduct matching activities with databases from key public health programs and providers to ensure maximal reporting. At a minimum, the contractor will collaborate with providers and match databases with: vital records for birth and death registries, hepatitis program, tuberculosis program, LSU Health Care Services Division (HCSD) LabTracker program, and Ryan White CARE Act service providers.
- Contractor will collaborate with providers and develop plans for future matches with the state Medicaid program, the Louisiana Public Health Information Network (PHIN), the OPH Laboratory Management Information System (LIMS), and the Louisiana Public Health Information Exchange project (LA PHIE). The contractor will identify and pursue possible linkages with other relevant data sources, to the extent that these sources may improve the completeness of HIV/AIDS reporting.
- Contractor will develop programs and ancillary databases for conducting matches with databases from other public health programs and providers.

Other Activities

- Contractor must manage case report data to maintain an unduplicated registry on all persons with HIV infection and AIDS in Louisiana. The case data must be updated as new information on previously reported cases is obtained from additional case reports or from other HIV-related databases. The registry must be maintained utilizing CDC software and must be located within the HIV/AIDS Program office.
- Contractor must collaborate with the CDC and appropriate Louisiana Office of Public Health programs to develop and improve the HIV/AIDS reporting system database, the Louisiana Public Health Information Exchange, and other electronic surveillance systems.
- Contractor must analyze data and produce and disseminate summary reports including: 1) an annual report with tables, graphs, and text summarizing patterns and trends in statewide data; 2) nine regional quarterly reports with

- tables and graphs summarizing patterns and trends in data in each of the nine health regions in Louisiana; 3) regional and statewide summary reports for the Louisiana Commission on HIV/AIDS and Hepatitis C. Additionally, the contractor must respond to requests for data from other community groups, providers, and grantees, as needed.
- Contractor will conduct validation studies to evaluate the surveillance system's compliance with mandatory CDC standards for the timeliness, accuracy, and completeness of HIV/AIDS reporting.
 - Staff will participate in planning and evaluation groups for HIV/AIDS Prevention and Services programs, providing technical assistance (such as presentations and interpretation of data reports), as needed.
 - The HIV/AIDS Program Administrative Director will meet with contractor staff to review progress of activities at least quarterly.

5. Supplemental Surveillance and Emerging Protocols

The contractor will develop grant applications for funding to participate in supplemental surveillance activities or studies as requested by the HIV/AIDS Program. Surveillance activities funded by the CDC, in particular supplemental projects and studies, have the potential to change over time. Therefore, the contractor will work under the guidance of the Surveillance Manager to bring some studies to closure and also to establish new studies. Current programs include:

National HIV Behavioral Surveillance

- Using protocols developed by the CDC and based on data either available through existing sources or collected through contractor's field-based activities, the contractor will conduct formative research of targeted populations (high-risk heterosexuals, men who have sex with men, and injection drug users) in the New Orleans area.
- Using protocols developed by the CDC, the contractor will implement efforts to collect data from targeted populations to examine behaviors that place people at risk for HIV in identified high-risk areas of the New Orleans metropolitan area.
- Using protocols developed in conjunction with the CDC, the contractor will conduct HIV testing with study participants.

Enhanced Perinatal Surveillance

- Contractor will implement surveillance efforts to identify HIV-infected pregnant women and/or infants born to HIV-infected women. Medical record reviews using abstraction forms provided by CDC will be conducted to assess counseling and testing, prenatal care, and treatment for the prevention of perinatal transmission. Longitudinal follow-up on all exposed children will be conducted to determine HIV infection status.

- Project staff will collaborate with the HIV/AIDS Program Prevention and Service programs to develop initiatives to promote maximal reduction of perinatal transmission of HIV.

HIV Incidence and Viral Resistance Surveillance Projects

- Contractor will support the coordination of the HIV incidence surveillance system that monitors new HIV infections and the system to monitor medication resistant strains of HIV (see <http://www.cdc.gov/hiv/topics/surveillance/index.htm>). These new protocols require remnant blood specimens from laboratories conducting HIV-related tests for persons newly-diagnosed with HIV. Testing to ascertain recency of infection and resistance will be conducted by CDC-contracted laboratories.
- Contractor will support OPH's efforts to secure remnant specimens from laboratories and help ensure maximal acquisition of qualifying specimens.
- Contractor will monitor specimen acquisition and follow up with laboratories as directed by OPH.
- Contractor will ensure maximal reporting of resistance results from laboratories conducting such testing.

Determining Unmet Need of Persons Living with HIV/AIDS Project

- Contractor will conduct the HRSA-funded Unmet Need Project to assess the proportion of persons living with HIV/AIDS who do not receive primary medical care within a 12-month period.
- Contractor will analyze laboratory data of individuals who did not have at least one viral load or CD4 test conducted during a 12-month period.
- For additional information regarding the HRSA-Unmet Need of Persons Living with HIV/AIDS Project, go to: <http://hab.hrsa.gov/tools/unmetneed/>.

6. Program Operations Technical Assistance

Contractor will provide the HIV/AIDS Program with technical assistance in formulating systems and procedures to plan, execute, and monitor budgetary and contractual control processes. This includes formulating internal control structures for budget executions, expenditure tracking mechanisms, technical assistance in invoice review processes, purchasing and setting priorities and schedules in direct support of the mission or objectives of the Program. This also includes the development of budgets to be submitted as part of annual and competitive grant applications.

Contractor will provide the HIV/AIDS Program technical assistance in the design, implementation and/or interpretation of monthly invoices submitted by the CBOs and monthly financial status reports.

7. For All Components:

The contractor must ensure that all databases are secure and located in an area

of limited and controlled access. All areas must have written confidentiality and data security policies and surveillance personnel must adhere to its requirements. These policies must be approved by the HIV/AIDS Program Administrative Director or designee and be consistent with the CDC regulations for security and confidentiality of data. All databases must be maintained in accordance with confidentiality requirements of the HIV/AIDS Services, Surveillance and Prevention sections and the Centers for Disease Control and Prevention and must meet HIPAA guidelines. A HIPAA Business Associate Accreditation will be part of any contract entered into as result of this RFP.

Personnel will attend CDC and HRSA meetings and OPH HIV/AIDS-related meetings as requested by the DHH OPH HIV/AIDS Program Administration.

The DHH/OPH HIV/AIDS Program Administrative Director or designee will meet with contractor staff to review progress of activities on a quarterly basis (or more frequently if requested by the administrator or designee or the contractor).

B. Deliverables

The contractor will provide the following deliverables in support of the HIV/AIDS Program. Current staffing for these services is provided in Attachment IV. The majority of program personnel are currently located in New Orleans due to the proximity to other staff and datasets only available in the HIV/AIDS Program office. Other personnel are currently located in other regions of Louisiana, due to their responsibilities and scope of activities that need to be conducted in particular regions.

1. Community-Based Organization Management, Technical Assistance and Data Management and Evaluation of Implemented Prevention Interventions.
 - Collect and enter approximately 16,000 client level records with up to 258 fields manually or through aggregate data transfers into the provided CAREWare database on a monthly basis.
 - CAREWare data will be analyzed on a monthly basis to produce reports for evaluation and administrative purposes. Data will be provided to HRSA for ADAP on a quarterly basis, while the Ryan White Services Report (RSR) will be submitted to HRSA bi-annually and the Ryan White Data Report (RDR) will be submitted to HRSA annually. Data will also be provided for the annual Ryan White Part B Formula and Supplemental grant application: the semi-annual and year-end progress reports; the annual Women, Infants, Children, and Youth (WICY) report; the Statewide Comprehensive Statement of Need (SCSN); the State HIV Comprehensive Plan; and other emerging reports required by HRSA. Data will also be provided for the Comprehensive Annual Progress and Evaluation Report and the Consolidated Plan that will be submitted to HUD annually.

- Maintain the Program Evaluation and Monitoring System (PEMS), a CDC-developed software program for the purpose of collecting and analyzing individual-level data of all HIV prevention interventions administered by the HIV/AIDS Program.
- Collect and enter approximately 23,750 HIV counseling and testing session reports from 170 sites into the provided database on a quarterly basis.
- Analyze data and develop quarterly and annual reports that will be distributed to all active HIV counseling and testing sites (approximately 650 reports).
- Maintain and update the existing prevention material database, including entering information on approximately 125 orders and associated receipts for approximately 1,700 distribution sites quarterly.
- Produce quarterly reports on expenditures and prevention materials distributed by site type and area of the state.
- Collect and enter approximately 750 Street Outreach Surveys with 26 fields into the provided database on an annual basis.
- Analyze street outreach data and develop bi-annual reports that will be distributed to approximately 20 organizations conducting street outreach.
- Collect and enter approximately 350 training evaluation forms with 21 fields into the provided database on an annual basis.
- Analyze training evaluation data and produce a summary report that will be provided to the training coordinator and the trainers.
- Develop annual training evaluation summary reports and provide to the training coordinator.
- Collect and enter quarterly reports for approximately 25 publicly funded organizations providing HIV prevention activities with 32 fields into the provided database.
- Enter approximately 1,700 HIV Partner Services forms into the provided database.
- Analyze CBO quarterly report data and develop summary reports and a presentation each quarter.
- Update the HIV Prevention and Services Evaluation Plans annually.
- Assist in the development of the HIV Prevention Cooperative Agreement, interim progress report, and annual report each year.

2. Training and Communications Support

- Purchase and distribute approximately 100,000 HIV educational materials per year.
- Produce monthly reports on the distribution of print educational materials.
- Produce and disseminate four reports a year on HIV activities occurring in the State.
- Conduct and support approximately 30 trainings for staff from the HIV/AIDS Program and contracted community-based organizations each year. These trainings may be 1-3 days in length and will be held in major cities throughout Louisiana. All logistical meeting arrangements must be conducted by the

contractor. Topics may include HIV counseling and testing, case management, home-based care, and program evaluation.

- Conduct and support a semi-annual HIV/STD Statewide Conference. All logistical arrangements for this three-day conference with approximately 500 participants will be the responsibility of the contractor.
- Facilitate Perinatal Work Group meetings on a quarterly basis to identify and prioritize effective interventions and coordination for the elimination of perinatal HIV transmission.
- Develop a labor and delivery rapid testing education and training program and conduct in a minimum of three hospitals per year.
- Conduct HIV perinatal prevention presentations to a minimum of 20 providers per year.
- Conduct HIV-specific outreach to identified Latino communities through the State.

3. HIV Partner Services

- Submit bi-weekly reports to the Louisiana Office of Public Health STD Program's Regional Managers for follow-up investigation.
- Collect and enter approximately 750 interview records in the provided database on a quarterly basis.
- Analyze HIV Partner Services data, produce monthly and annual data reports, and present to relevant HIV/AIDS Program and STD Program staff.
- Conduct a minimum of one training per year to community-based providers to provide partner elicitation services.
- Track and record referrals to medical providers for HIV-infected persons who have contact with HPS.
- Submit an annual progress report, which includes objectives and accomplishments of project activities.

4. Core Surveillance (Case Ascertainment)

- Collect information on an estimated 225 new AIDS cases and 300w HIV cases every quarter.
- A minimum of 400 contacts with reporting sites should be made per quarter.
- Match databases with the following public health programs:
 - Vital records birth and death registries (annually)
 - Hepatitis program (as directed by HAP)
 - Tuberculosis program (as directed by HAP)
 - LSU HCSD LabTracker (as directed by HAP)
 - Ryan White CARE Act service providers (as directed by HAP)
 - Medicaid (as directed by HAP)
 - HAP Counseling/Testing Program (monthly)
 - OPH STD/HAP Partner Services data systems (monthly)
- Submit data to the CDC on a monthly basis.

- Submit an annual progress report in September of each contract period, which includes:
 - Objectives and accomplishments of activities
 - Description of the reported cases
 - Summary of the reporting sites
 - Reports documenting the timeliness, completeness, and accuracy of the Louisiana HIV/AIDS Surveillance system
- Complete the following formal reports for distribution to the medical and general communities:
 - Quarterly surveillance summary reports
 - An annual HIV/AIDS Surveillance Report
 - Statewide/Summary regional reports for the Louisiana Commission on HIV/AIDS and Hepatitis C during the state legislative session (and upon request)
- Produce Community Prevention Planning Reports and Tables annually or as requested by the HIV/AIDS Program.
- Produce additional data analysis and reports as requested by the HIV/AIDS Program.

5. Supplemental Surveillance and Emerging Protocols

National HIV Behavioral Surveillance Project

- Conduct formative research of targeted populations in the New Orleans area by reviewing secondary data sources, interviewing a minimum of twelve community members and other key informants, and conducting a minimum of three focus groups.
- Map the targeted populations in the New Orleans area to identify venues for possible data collection sites.
- Recruit and administer the National HIV Behavioral Surveillance System (NHBS) survey instrument to 500 individuals living in high-risk areas in the New Orleans area.
- Provide OraQuick ADVANCE rapid HIV 1/2 antibody tests to all 500 eligible respondents.
- Data will be submitted to CDC monthly under the guidance of the HIV/AIDS Program.
- Data analysis and reports will be produced as requested by the HIV/AIDS Program.

Enhanced Perinatal Surveillance

- A standardized abstraction and follow-up form will be completed for approximately 45 pregnant women with HIV and their infants each quarter.
- The abstractions from a sample of 10% of patients from the group will be re-evaluated annually to determine accuracy of data.
- An annual progress report will be submitted each contract period (as required by CDC) which includes the objectives and accomplishments of activities.

- Data will be submitted to CDC monthly under the guidance of the HIV/AIDS Program.
- Data analysis and reports will be produced as requested by the HIV/AIDS Program.

HIV Incidence and Viral Resistance Surveillance Projects

- Oversee processing of an estimated 1,000 specimens annually by a CDC-contracted laboratory using the Serologic Testing Algorithm for Recent HIV Seroconversion (STARHS) assay according to the CDC protocol.
- Oversee processing of an estimated 600 specimens annually by a CDC-contracted laboratory to determine viral resistance among persons newly diagnosed with HIV.
- Establish and oversee reporting of HIV genotype results from all laboratories conducting such testing.
- Participate in all CDC-required activities in the development and implementation of the program.
- Submit an annual progress report as directed by CDC which includes:
 - Objectives and accomplishments of project activities
 - Summary data from specimens processed
 - Data analysis and reports produced as requested by the HIV/AIDS Program

Determining Unmet Need of Persons Living with HIV/AIDS Project

- Analyze laboratory-reported data of approximately 17,000 individuals to determine access to primary medical care during a 12-month period. Analyses will be conducted for entire population and for subgroups based on demographic and other characteristic data.
- Produce one report presenting unmet need information about persons living with HIV/AIDS in Louisiana.
- Produce one report presenting unmet need information about persons living with HIV/AIDS in the metropolitan New Orleans area.

6. Program Operations Technical Assistance

- Review monthly invoices from CBOs contracted to provided CDC, HRSA, or HOPWA funded services to determine the fiscal accuracy and appropriateness of all charges.
- Provide technical assistance to Program Managers and contractors in the interpretation and implementation of the Federal and State contracting and fund utilization guidelines.
- Provide Technical Assistance to Program Managers in the development, submission and follow-up of approximately 75 provider contracts annually.
- Produce monthly reports to summarize the budgets and expenditures of contracted CBOs.

- Conduct budget analysis and produce a minimum of four (4) monthly reports (one (1) for each component of the HIV/AIDS Program) related to the status of funds, expenses, obligations, FTE, and workload.
- Convene quarterly budget meetings with Program Managers and Administrative Director to review expenditures and status of funds.
- Provide a minimum of five (5) budgets a year to submit with continuing grant applications and an average of two to four budgets to submit with new competitive applications.
- Provide technical assistance to the Program Director in the development and submission of the annual Organization Budget.
- Conduct all HIV rapid testing and HIV prevention material purchases, including the processing of orders, payment of invoices, and maintenance of the related budgets.
- Monitor the physical storage, inventory and distribution of all time- and temperature-sensitive HIV testing materials.

7. Deliverables for all Program Components

- Contractor will demonstrate certification of compliance with required confidentiality standards. This will include documentation that all newly hired personnel receive appropriate confidentiality standards training and that all staff are re-trained on an annual basis. The CDC confidentiality standards may be reviewed at <http://www.cdc.gov/hiv/surveillance.htm#tools>.
- Contractor will document compliance with all requirements for Protection of Human Subjects, when necessary. These requirements are overseen by the DHH Institutional Review Board (IRB) and can be reviewed on the following website: <http://www.dhh.louisiana.gov/offices/publications/pubs-87/irbdoc.pdf>.

Information on the above deliverables can be found in the Procurement Library, Section III.B.

C. Technical Requirements

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

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;

- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

D. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

- The subcontractor(s) will provide a written commitment to accept all contract provisions.
- The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

E. Insurance Requirements

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

Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers'

Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards

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

Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

F. Resources Available to Contractor

The Louisiana OPH HIV/AIDS Program Administrative Director will be responsible for oversight of the stated activities and will be available to provide guidance and

copies of relevant guidance documents and requirements. Routine meetings will be held to discuss progress of activities and any support requested. The Administrative Director will also evaluate services provided. In addition, the OPH Medical Director and HIV/AIDS Program Managers will be available for support and oversight of the HIV/AIDS Program. Office space, materials, and supplies will be made available as appropriate by OPH to the Contractor. OPH will provide all equipment currently being used for described scope of services.

G. Contact Personnel:

All work will be performed under the direct supervision of:

M. Beth Scalco, MPA, LCSW
Administrative Director
Department of Health and Hospitals
Louisiana OPH HIV/AIDS Program
1010 Common St., Suite 1100
New Orleans, LA 70112
Phone: 504-568-7474
FAX: 504-568-7044
Email: bscalco@dhh.la.gov

H. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of up to three years from July 1, 2009 through June 30, 2012. Continuation of the contract past the first year is contingent upon satisfactory performance and the availability of continued federal funding by the Centers for Disease Control and Prevention (CDC), Health Resources and Services Administration (HRSA), and appropriation of funds by the Louisiana Legislature.

I. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of HIV/AIDS Program Administrative Director. Approved invoices will be paid to the contractor no later than 45 calendar days after the Department receives the billing.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the firm's proposal by the Department.

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

B. Procurement Library/Resources Available To Proposer

Agency documents relating to the pertinent areas of proposals are available for review. Documents available to review include: Louisiana State Travel Guide (PPM 49, <http://www.doa.louisiana.gov/osp/travel/travelOffice.htm>), previous progress reports to CDC, the Louisiana Statewide Comprehensive HIV/STD Prevention Community Plan, HIV Prevention Contractor Guidelines, and HIV Prevention training manuals and protocols. Many of these program documents may be viewed on the following website: <http://www.dhh.louisiana.gov/offices/?ID=264>. Request for an appointment to view hard copies of these documents and others that are not available on the website must be made through the HIV/AIDS Program by contacting D'Ann McGary at 504-568-7474. Work space is available to review materials. Items may not be removed, but copies may be made for 25 cents per page. Cash is not acceptable. Checks must be made payable to: Louisiana Department of Health and Hospitals.

C. Proposal Submission

All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.

Proposer will submit one (1) original hard copy, and should submit one electronic copy and 11 hard copies of proposals. No facsimile or emailed proposals will be accepted.

Proposals must be submitted via mail, courier or hand delivered to:

D'Ann McGary
Department of Health and Hospitals
Office of Public Health, HIV/AIDS Program

1010 Common St., Suite 1100
New Orleans, LA 70112

D. Confidential and/or Proprietary Information

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

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

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

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

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

to indemnify and hold DHH harmless, DHH may disclose the information.

If the proposal contains confidential information, a redacted copy of the proposal must be submitted. If a redacted copy is not submitted, proposer will be required to submit this copy within 48 hours of notification from DHH. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy shall also state which sections or information has been removed."

Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

E. Proposal Cost – The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price.

F. Ownership of Proposal – All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

G. Certification Statement

The proposer must sign and submit the attached Certification Statement with the proposal.

H. Proposal Submission

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any mandatory requirement shall result in the rejection of the proposal. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and must include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

1. An Item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy

the requirements of the RFP.

3. Requested Proposal Outline
 - a. Introduction
 - b. Understanding of Project Scope
 - c. Work Plan
 - d. Relevant Corporate Experience
 - e. Corporate Financial Condition
 - f. Personnel Qualifications
 - g. Cost and Pricing Analysis
 - h. Administrative Data
 - i. Assignments
 - j. Additional Information
 - k. Warranty Against Cost Disclosure and Broker Fees
 - l. Location of Active Office with Full Time Personnel
 - m. Certification Statement

4. Content of Proposal Outline Listed Above

- a. **Introduction**

The introductory section should contain summary information about the proposer's organization and its ability to satisfy provisions of the Request for Proposal. This section should also include an organizational chart displaying the proposer's overall structure.

- b. **Understanding of Project Scope, Needs, and Objectives**

This section should state proposer's knowledge and understanding of the needs and objectives of the Office of Public Health HIV/AIDS Program as related to the scope of this RFP. The proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP, including knowledge of DHH, Office of Public Health HIV/AIDS Program. The proposer should also demonstrate an understanding of data security methods and confidentiality requirements mandated by CDC (see the following website for a description of these requirements <http://www.cdc.gov/hiv/topics/surveillance/index.htm>). This section should contain work statements setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems.

The practicality of the execution of each stage of the project will be examined. The proposer should provide a detailed breakdown of how the requested services will be provided. The rationale and methodology for achieving objectives will be considered as well as the Proposer's organizational approach to the project. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the

RFP requirements.

c. Work Plan/Project Execution

The Proposer should state the approach it intends to use to achieve each objective of the project including major activities and methodologies utilized for each work statement, as well as Department involvement. The Proposal should state how each objective of the project will be accomplished.

This section should address the project work plan and provide a work schedule for each phase of the project. The work plan should be presented as follows:

1. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
2. Provide a strategic overview including all elements to be provided.
3. Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task.
4. Identify critical tasks;
5. Estimate time involved in completion of tasks;
6. Identify all assumptions or constraints on tasks;
7. Refer to specific documents and reports that are to be produced as a result of completing tasks.
8. Contain a summary, at the activity level, to show completion schedules relative to deliverables.
9. Include charts and graphs which reflect the work plan in detail.
10. Describe the approach to Project Management and Quality Assurance.
11. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
12. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
13. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

d. Relevant Corporate Experience

The proposal must indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers must include statements specifying the extent of responsibility of prior projects and a description of the project's scope and similarity to the projects outlined in this RFP. All experience under this section must be in sufficient detail to allow an adequate evaluation by the Department. In particular, the proposer must demonstrate experience with

conducting management, coordination, technical assistance and training, and data management activities. The proposer must have, within the last 24 months, completed a similar type project. Proposers must give at least two customer references for projects completed in at least the last 24 months. References must include the name and telephone number of each contact person.

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

e. Corporate Financial Condition

The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

f. Personnel Qualifications

This section shall include the key factors which the Proposer understands shall be considered in the staffing and management of the project. Attachment IV is a chart of the current staffing levels utilized for these services. The attachment is for reference purposes only and the staffing levels contained are not to be considered as a requirement.

The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will also be evaluated. Proposer shall also include a statement of its ability to commit full time key personnel for the full term of the contract and its plan for doing so. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Key personnel must be identified, if known, and shall be the individuals who will work directly on the project. Percentage of time, work-hours committed or other identification of the proposed level of effort must also be submitted. Note: Substitution of key personnel named in proposal must be approved by DHH after contract award.

Job descriptions for all staff shall be included and shall indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Proposers should also state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties as well as indication of full- or part-time participation should be included. The organizational chart should show lines of responsibility and authority. The proposer should clearly show how the organizational structure is designed to carry out the responsibilities within each of the major components.

Key personnel must be designated as such in the proposal, and résumés of all known personnel must be included. Resumes of key personnel proposed should include, but not be limited to:

1. Experience with proposer,
2. Previous experience in projects of similar scope and size.
3. Where personnel have previously worked as a team on similar projects, résumé data should include responsibility and position within the team.
4. Educational background, certifications, licenses, special skills, etc..
5. Experience with HIV/AIDS related services,
6. Experience with administering state and federal programs,
7. Individual's current responsibility and position.

If subcontractor personnel will be used, the proposer shall clearly identify these persons and provide the same information requested for the proposer's personnel. If subcontractor information is not known at the time of submission of the RFP, proposer shall include information regarding its intent to use subcontractors and identify job responsibilities.

g. Cost and Pricing Analysis

Proposer must specify costs for performance of tasks and methodologies of payment. Proposal must include all anticipated costs of successful implementation of all deliverables outlined. The proposer shall specify cost for performance of tasks and proposed terms of payment. Proposer shall provide a line-item one-year budget for each of the six components and a justification that all requested costs are consistent with the purpose, objectives, and deliverables of this RFP. Budgets should include categories for personnel, travel, equipment, supplies, equipment and (if used) subcontractors. The travel budget should be consistent with the current Louisiana State Travel Guide (PPM 49). Proposal should include estimated travel costs. An estimated listing of out-of-state travel incurred during 2005

can be found in Attachment V. Any equipment purchased under this contract shall remain the property of the State of Louisiana upon termination of the contract.

h. Administrative Data

The proposal should include the following administrative data:

1. Name and address of principal officer;
2. Name and address for purpose of issuing checks and/or drafts;
3. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
4. If out-of-state Proposer, give name and address of local representative; if none, so state;
5. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
6. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
7. Proposer's state and federal tax identification numbers.

The following mandatory administrative data should be also be included in this section:

Mandatory Administrative Data

1. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
2. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
3. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

i. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

j. Additional Information

Proposers may be required by DHH to provide additional information or clarification concerning proposals.

k. Warranties

The following 2 items should be included in the proposal:

Warranty Against Cost Disclosure: The proposer should warrant that it has not discussed or disclosed price or cost data with DHH prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

Warranty Against Broker's Fees: The proposer should warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract and should also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract

I. Location of Active Office with Full Time Personnel

Include all office locations (address) with full time personnel.

I. Criteria For Evaluation

Evaluations will be conducted by a Proposal Review Committee.

Scoring will be based on a possible total of 100 points. Each evaluator will score each proposal and the proposal with the highest combined total score will be recommended for award. In order to be considered eligible for award, a proposal must receive at least 65 points.

Cost Evaluation:

1. The proposer with the lowest total cost shall receive 10 points. Other proposers shall receive points for cost based upon the following formula:

$$CPS = (LPC/PC) * 10$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

2. Additionally, a maximum of 15 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.

The following criteria will be used to evaluate proposals.

Evaluation Criteria

The criteria and assigned weights are:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	15
Work Plan	25
Corporate Experience(10)/Financial Condition(5)	15
Qualifications of Personnel	20
Cost	25
Total Points	100

J. Announcement Of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. OTHER LOGISTICS

1. Contact After Solicitation Deadline - After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until the award is made.
2. Rejection and Cancellation - Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject any or all proposals received in response to this solicitation.
3. Completeness of Information – Failure to furnish mandatory information specifically required in this solicitation shall disqualify a proposal.
4. Award Without Discussion - The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.
5. Performance Bond-For all contractors (for profit or not for profit) awarded contracts through the RFP; the Department shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount, or in lieu of a Performance Bond, the Contractor may submit an irrevocable letter of credit for 10% of the annual contract amount. The letter of credit must provide that the Department can access the credit upon breach of contract by the contractor.
OR
Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance.

V. CONTRACTUAL TERMS

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- C. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
 - 1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
 - 2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 - 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 - 4. Entire Agreement: 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.
 - 5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
 - 6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I: Certification Statement
- II: DHH Standard Contract Form (CF-1)
- III: HIPAA
- IV: Current Staffing
- V: Sample of Out-of-State Staff Travel Per Year

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

OFFICIAL CONTACT. The Department requests that the proposer designate one person to receive all documents. Identify the Contact name and fill in the information below:

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

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

DHH - CF - 1
AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

AND

FOR

Personal Services Professional Services Consulting Services Social Services

Table with contractor information: 1) Contractor (Legal Name if Corporation), 2) Street Address, City and State, Zip Code, 3) Telephone Number, 4) Mailing Address (if different), City and State, Zip Code, 5) Federal Employer Tax ID# or Social Security # (11 digits), 6) Parish(es) Served, 7) License or Certification #, 8) Contractor Status (Subrecipient, Corporation, For Profit, Publicly Traded), 8a) CFDA#(Federal Grant #)

9) Brief Description Of Services To Be Provided: Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date | 11) Termination Date

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount

14) Terms of Payment If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

Table for payment approval: PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: Name, Title, Phone Number

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

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other

financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.

6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. 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.
8. 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.
9. 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.
10. All 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 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, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
11. 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.

12. 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.
13. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.
14. 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.
15. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
17. 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.
18. 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 update, 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.

19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
20. 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.
21. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

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

CONTRACTOR

**STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND
HOSPITALS**

CONTRACTOR

SIGNATURE **DATE**

Alan Levine **DATE**

NAME

TITLE

(Rev. 1/04)

HIPAA Business Associate Addendum:

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will 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 will 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.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within 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.
9. 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.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. 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.
12. 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 Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

 - (A) Implement 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;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. 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 material term of this Addendum.

Staffing

Program	Personnel	FTE	Qualifications	Key Personnel
CBO Management, Technical Assistance, Data Mgmt, and Evaluation of Implemented Prevention Interventions	Prevention Manager	1.0	1	X
	Outreach Supervisor	1.0	1	X
	Infoline Coordinator	1.0		
	Faith-based Coordinator	1.0	4	
	Latino Project Coord.	1.0		
	Latino Outreach Worker	1.0		
	Latino Health Promoter	1.0		
	Regional Prev. Coordinator	3.0	3	
	Special Projects Supervisor	1.0		
	Empowerment Coordinator	1.0		
Training and Communications Support	Counseling/Testing Promoter	1.0	1	X
	Prevention Trainer	1.0		
Partner Counseling and Referral Services	PCRS Coordinator	1.0	1	X
	Epidem. Supervisor	1.0	2	
	Field Epidemiologist	6.0	4	
	Laboratory Surveillance	2.0	3	
	Information Sys. Developer	1.0		
	Electronic Data Manager	1.0		
	MIS Administrator	1.0		
	Network Support	1.0	3	
Evaluation/Grants Mgt	Prevention/Svcs Evaluator	.5	1	X
Data Mgt and Analysis	Surveillance Data Superv.	1.0	1	X
	Enhanced Perinatal Surv Coordinator	1.0	2	
	Surveillance Data Manager	1.0	2	
	Lead Data Entry	1.0		
	Data Entry Staff	5.0	5	
Ryan White Services	Corrections Specialist	1.0	3	
	PC and Benefits Coordinator	1.0	3	
Program Operations Technical Assistance	Business Manager	1.0	1	X
	Business Operations Coordinator	1.0	3	
	Operations Supply Coordinator	1.0	3	
	Office Manager	1.0		
	Administrative Supervisor	1.0		
	Clerical Support	1.0	2	

- 1 = Masters degree required, minimum of 3 years experience in public health setting
2 = Masters degree preferred, minimum of 3 years experience in public health setting
3 = Bachelors degree required, minimum of 3 years related experience
4 = Bachelors degree preferred, minimum of 3 years related experience
5 = High school or equivalent required, minimum of 3 years related experience

Sample of Out-of-State Staff Travel Per Year

Program	Out of State Trips
CBO Management, Technical Assistance, Data Mgmt, and Evaluation of Implemented Prevention Interventions	4 meetings with 2 staff per mtg in Atlanta, GA
	2 meetings with 2 staff per mtg in Washington, DC
Training and Communications Support	3 meetings with 1 staff in Atlanta, GA
HIV Partner Services	2 meetings with 1 staff in Atlanta, GA
	1 meeting with 1 staff in Washington, DC
Core Surveillance	4 meetings with 4 staff in Atlanta, GA
	2 meetings with 2 staff in Washington, DC
Supplemental Surveillance	2 meetings with 4 staff in Atlanta, GA
	2 meetings with 2 staff in Washington, DC
Program Operations Technical Assistance	2 meetings with 1 staff in Atlanta, GA

Travel costs should include airfare, lodging, per diem, parking, and airport transfers.

In addition to out-of-state travel expenses, it is expected that contracted staff will be required to travel in-state for regional meetings, trainings, monitoring activities, and other relevant meetings. Contracted staff will be reimbursed according to State of Louisiana travel policies and contractor should include estimated costs in the travel expense budget.