



REQUEST FOR PROPOSALS

STD/HIV SURVEILLANCE, PREVENTION, AND CARE PROGRAM

**STD/HIV PROGRAM
LOUISIANA DEPARTMENT OF HEALTH
OFFICE OF PUBLIC HEALTH**

RFP # 3000011177

**Proposal Due Date/Time:
Friday, April 26, 2019, 4:00PM CT**

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Glossary

ADAP: AIDS Drug Assistance Program.

AIDS: Acquired Immunodeficiency Syndrome.

BID: Bureau of Infectious Diseases.

CBO: Community-Based Organization.

CDC: Centers for Disease Control and Prevention.

Contractor: The successful Proposer who is awarded a contract.

CQI: Continuous Quality Improvement.

CT: Counseling and testing.

Department or LDH: Louisiana Department of Health.

DIS: Disease Intervention Specialists.

Discussions: For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

HCV: Hepatitis C Virus.

HIPAA: Health Insurance Portability & Accountability Act.

HIV: Human Immunodeficiency Virus.

HOPWA: Housing Opportunities for People with AIDS.

HRSA: Health Resources and Services Administration.

Key Personnel: Staff who are placed in the supervisory or managerial positions.

LaCAN: Louisiana CAREWare Access Network.

LDH: Louisiana Department of Health.

Must: Denotes a mandatory requirement.

OPH: Office of Public Health.

Original: Denotes must be signed in ink.

PCHD: Prevention and Control for Health Departments.

PLWH: Person(s) Living with HIV/AIDS.

PrEP: Pre-exposure prophylaxis.

PREP: Personal Responsibility Education Program.

PRISM: Patient Reporting Investigation Surveillance Manager.

Proposer: An individual or organization submitting a proposal in response to an RFP.

QM: Quality Management.

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Shall: Denotes a mandatory requirement.

Should, May, Can: Denotes a preference, but not a mandatory requirement.

SHP: STD/HIV Program.

State: The State of Louisiana.

STD: Sexually Transmitted Disease.

TB: Tuberculosis.

Will: Denotes a mandatory requirement.

I. GENERAL INFORMATION

A. Background

1. The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Louisiana Department of Health is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. LDH is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, the 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 LDH.
3. LDH, 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.
4. The LDH OPH Bureau of Infectious Diseases is dedicated to reducing the burden of infectious diseases and preventing adverse health effects caused by exposure to infectious diseases and chemicals in the environment through timely surveillance and disease investigation, prevention activities and services, community and provider education, screening and testing, and treatment. The Bureau includes five programs: STD/HIV Program (SHP), Infectious Disease Epidemiology Program, Immunization Program, Tuberculosis Prevention and Control Program, and Section of Environmental Epidemiology and Toxicology (SEET).

The purpose of the STD/HIV Program is to plan, develop, implement, monitor and evaluate STD, HIV, and Hepatitis C Virus (HCV) prevention strategies, to provide primary medical care, medications and support services for HIV infected persons, to provide clinical services and treatment for persons infected with Syphilis, Chlamydia, Gonorrhea, and/or Hepatitis C, to monitor the STD, HIV, and Hepatitis C epidemics over time, to describe the changing characteristics of persons becoming infected with STD/HIV/HCV, to define the impact on various sub-populations in the State, to define the mortality related to STD/HIV/HCV disease, and the production of summary reports for healthcare providers, policy makers, and funders.

B. Purpose

The purpose of this RFP is to solicit proposals from qualified Proposers that provide management, coordination, technical assistance and training, and data management and analysis activities that support the following components of the Bureau of Infectious Diseases:

1. Community-Based Organization Management, Technical Assistance, Data Management and Evaluation of Implemented Disease Prevention Interventions and Services;
2. Capacity Building and Communications Support;
3. HIV/STD Partner Services and Internet Partner Services known collectively as Partner Services;
4. Core Disease Surveillance (Case Ascertainment, Laboratory Surveillance, Matching with Other Data Sources);
5. Supplemental Surveillance and Emerging Protocols;
6. STD/HIV and HCV Care, Linkage to Care, and Treatment Support; and
7. Program Operations Technical Assistance.

The Contractor selected through this RFP must conduct all program components that are described above. In addition, all activities of the Contractor must be planned and conducted in close collaboration and coordination with the STD/HIV Program.

Security of STD/HIV/HCV and other infectious disease data is imperative to the success of the program. The Contractor must have a written confidentiality and data security policy that adheres to Centers for Disease Control and Prevention (CDC) and State of Louisiana requirements. These policies must be approved by the Director, Bureau of Infectious Diseases and be consistent with

the CDC requirements for security and confidentiality of data. All contracted personnel must adhere to these policies. All databases must be maintained in accordance with confidentiality requirements of the STD/HIV/HCV Services, Surveillance and Prevention sections and the Centers for Disease Control and Prevention and must meet HIPAA guidelines.

LDH/OPH intends to award one (1) contract to an appropriate organization capable of implementing STD, HIV/AIDS, and HCV prevention, services, and surveillance projects Statewide and providing administrative, fiscal, and data management support to other Programs within the Bureau of Infectious Diseases. Specific activities and deliverables are described in Section III.

C. Goals and Objectives

The goal of the LDH OPH STD/HIV Program is to reduce new STD, HIV, and Hepatitis C infections in Louisiana, to ensure that persons living with STDs, HIV, and/or HCV have access to needed services, and to track the STD/HIV/HCV epidemics within the State of Louisiana. The result of the contract through this RFP will be to provide management, coordination, technical assistance and training, and data management and analysis activities that support the following components of the STD/HIV Program.

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

- To provide monitoring, coordination, technical assistance and data management for activities of approximately twenty (20) community-based organizations (CBOs) conducting publicly-funded STD/HIV/HCV prevention programs, approximately thirteen (13) organizations providing Ryan White Part B and Housing Opportunities for People with AIDS (HOPWA) services, and approximately (6) six organizations conducting teen pregnancy prevention programs.

2. Capacity Building and Communications Support

- Maintain the statewide HIV, STD, and HCV Resource Library and upon request by the STD/HIV Program, produce program newsletters and distribute educational materials and supplies to clinics, community-based organizations and other appropriate service providers for the STD/HIV Program.
- Monitor the statewide STD/HIV Hotline.
- Maintain statewide STD/HIV and HCV social marketing and social media programming and appropriate staffing to increase STD/HIV/HCV related awareness and reduce related stigma. Subcontract with organizations for social marketing support as needed and monitor those contracts.
- Support statewide expansion of social marketing/awareness raising of HIV pre-exposure prophylaxis (PrEP), a pill that is over ninety percent (90%) effective at preventing HIV infection when taken daily as prescribed.
- Conduct trainings to assist community-based organizations, health units, and medical providers in conducting publicly-supported prevention interventions, including traditional and rapid HIV testing.
- Conduct or facilitate and support trainings on STD/HIV/HCV-related social determinates of health such as racism, homophobia, transphobia and classism for SHP staff, community-based organizations, health unit staff, medical providers and/or Disease Intervention Specialists.

3. HIV/STD Partner Services and Internet Partner Services known collectively as Partner Services

- Manage the LDH Office of Public Health's HIV and STD Patient Reporting Investigation Surveillance Manager (PRISM) database and coordinate follow-up with identified partners of confirmed HIV and syphilis cases.
- Provide technical assistance and training to Disease Intervention Specialists (DIS) who conduct partner services and coordinate follow-up with identified partners of confirmed HIV and syphilis cases.

- Conduct partner services for persons diagnosed with an STD and/or HIV. This includes partner elicitation and notifying partners to provide STD/HIV education, testing, and linkage to treatment. It may also include information regarding PrEP for HIV-negative persons who may be at risk for contracting HIV.

4. Core Disease Surveillance (Case Ascertainment, Laboratory Surveillance, Matching with Other Data Sources)

This component represents the active statewide system for reporting individual cases of Syphilis, Gonorrhea, Chlamydia, HIV, and AIDS, as required by Louisiana State law.

- Conduct:
 - 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;
 - Active solicitation and investigation of all potential cases of Syphilis, Chlamydia and Gonorrhea by DIS, covering all public health regions;
 - Laboratory surveillance, including the maintenance of electronic reporting to facilitate active reporting from public, private, and national laboratories;
 - Health information exchange, including the Louisiana Public Health Information Exchange (LaPHIE), electronic health records and STARLIMS; meaningful use; and collaboration and/or matching to other public health data sources (e.g., Medicaid);
 - 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 STD and HIV/AIDS reporting systems; and
 - 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

- Participate in the National HIV Behavioral Surveillance Project, an ongoing effort to recruit and interview persons in three (3) prioritized high-risk populations.
- Conduct Perinatal HIV Surveillance, an ongoing project that encompasses CDC protocols and local initiatives to monitor the epidemic among HIV-infected pregnant women and their infants.
- Conduct Congenital Syphilis Surveillance, an ongoing effort that uses CDC protocols and local initiatives to monitor the epidemic among women with Syphilis diagnoses and their infants.
- Participate in the Molecular HIV Surveillance project which includes protocols to collect genotype laboratory results to assess the extent of viral resistance in persons with HIV infection.

6. STD/HIV and HCV Care, Linkage to Care, and Treatment Support

- Maintain a linkage to care programs for persons living with HIV who are discharged from State or parish correctional facilities.
- Maintain and expand private/public partnerships to exchange essential medical information between SHP and participating hospitals and clinics to identify persons living with HIV, Syphilis, Hepatitis, Tuberculosis (TB) and other infectious diseases who are out of care.
- Maintain linkage and reengagement to HIV and Hepatitis Care programming and appropriate staffing across the State, including dedicated Linkage to Care/Cure Coordinators who utilize HIV and HCV surveillance data to identify people living with HIV and/or HCV who have fallen out of care or who were never linked to HIV care or HCV treatment and providing them with navigation services to facilitate their engagement with HIV and HCV treatment and care.
- Maintain programming and appropriate staffing across the State to increase viral suppression rates among people living with HIV statewide through activities such as pay-for-performance HIV care programs, treatment adherence programs and/or other evidence based programs that increase viral suppression among HIV infected persons.
- Establish office assistant and/or community intern positions, recruiting from people living with HIV with appropriate clerical skills whenever possible, to work at the STD/HIV Program central office on a part-time basis as a strategy to reduce unemployment and increase job skills among people living with HIV.

- Convene and facilitate multi-agency, community-based meetings to assure all partners are working towards the same goals.

7. **Program Operations and Technical Assistance**

- Provide assistance in financial monitoring and program operations to the STD/HIV Program to support the mission and overall objectives of the Program and to meet the program goals and the requirements of federal and State funding agencies.
- Assess and provide technical assistance through a system of programmatic, administrative and fiscal monitoring of the funded community-based organizations.

D. Invitation to Propose

LDH Office of Public Health, STD/HIV Program is inviting qualified Proposers to submit proposals for services to provide STD/HIV Program support services within the State of Louisiana.

E. 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:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

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

It is the responsibility of the Proposer to check the DOA website for addenda to the RFP, if any.

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

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

Capucinca Harris-Roberts, Program Monitor
Louisiana Department of Health
Office of Public Health, STD/HIV Program
1450 Poydras Street, 21st floor, Suite 2136
New Orleans, LA 70112
Email: Capucinca.Harris-Roberts@la.gov
Office: 504-568-7474
Fax: 504-568-7044

2. All communications relating to this RFP must be directed to the RFP Coordinator named above. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

B. Proposer Inquiries

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

<http://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

May also be posted at:

<http://www.ldh.la.gov/index.cfm/newsroom/category/47>

2. 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.

C. Blackout Period

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

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

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

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

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

D. Pre-Proposal Conference

1. A non-mandatory pre-proposal conference will be held on the date and time listed on the Schedule of Events. Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of this RFP and to receive answers to relevant questions. The conference will be held at the following location for those attending in person:

STD/HIV Program
1450 Poydras Street, Suite 2136 (Benson Tower)
New Orleans, LA 70112

For those proposers accessing this event remotely, please use the information below:

Call in: 888/398.2342
Passcode: 5018903#

2. Although impromptu questions will be permitted and spontaneous answers provided during the conference, the only official answer or position of the Department in response to written questions will be stated in writing and signed by an authorized agent of the Department. Therefore, proposers should submit all questions in writing (even if a verbal response has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link: www.ldh.louisiana.gov.

E. Schedule of Events

LDH reserves the right to revise this schedule. Revisions, if any, before the Deadline for Receipt of Written Proposals will be formalized by the issuance of an addendum to the RFP. Revisions after the Deadline for Receipt of Written Proposals, if any, will be by written notification to the eligible Proposers.

Schedule of Events	
Public Notice	Friday, March 15, 2019
Non-Mandatory Pre-Proposal Conference	Monday, March 25, 2019
Deadline for Receipt of Written Questions	Thursday, March 28, 2019
Response to Written Questions	Friday, April 12, 2019
Deadline for Receipt of Written Proposals	Friday, April 26, 2019
Contract Award Announced on or about	Friday, June 7, 2019
Contract Begins on or about	Monday, September 1, 2019

III. SCOPE OF WORK

A. Project Overview

The purpose of the Louisiana OPH STD/HIV Program is to reduce new STD, HIV, and Hepatitis C infections in Louisiana, to ensure that persons living with STDs, HIV, and/or HCV have access to needed services, and to track the STD/HIV/HCV epidemics within the State of Louisiana. The Contractor selected for this project will provide the following support to the Louisiana OPH STD/HIV Program:

- Management
- Operational
- Database Support
- Surveillance
- Fiscal
- Program Evaluation
- Care and Treatment

Currently, the majority of the STD/HIV 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 III.B.

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

The Contractor will collaborate with the STD/HIV Program to provide monitoring, coordination, technical assistance and data management for activities implemented by approximately twenty (20) publicly-funded community-based organizations (CBOs) conducting HIV, STD, and Hepatitis prevention programs, approximately thirteen (13) organizations providing Ryan White Part B and HOPWA services, and approximately six (6) organizations conducting teen pregnancy prevention programs for HIV, STD, and Hepatitis. Prevention technical assistance shall be provided for, but not limited to the following HIV, STD, and Hepatitis prevention activities: HIV, STD, and Hepatitis counseling and testing, Personal Responsibility Education Program (PREP) interventions, Wellness Center activities, prevention material distribution, social marketing and social media, Pre-Exposure Prophylaxis (PrEP) access, partner services, and linkage to care, in accordance with CDC directives, the Family and Youth Services Bureau/Administration for Youth and Families, and the Louisiana HIV/AIDS Strategy and Ending the HIV and HCV Epidemic activities.

The Contractor will assist in the development and implementation of the CDC and Health Resources and Services Administration (HRSA) required evaluation plans, quality assurance activities, standardized HIV/STD and Hepatitis prevention activity evaluation forms, and monitoring and/or evaluation systems as required by federal regulations and/or recommendations. The Contractor will also be required to maintain numerous STD/HIV/Hepatitis prevention and services databases, such as eHARS, PRISM, Testing Manager,

Services database (currently CAREWare), LMS (Lab Management System), NBS/Hepatitis database, Rhapsody, LA Links database, and several additional smaller MS-ACCESS databases, as well as collect related data and enter data into the appropriate databases. The Contractor will develop CDC, PREP, HOPWA, and HRSA mandated reports and provide feedback to the STD/HIV Program and community-based organizations on the various STD/HIV/Hepatitis prevention and services interventions. The Contractor will be responsible for developing and facilitating data management-related trainings for staff from the STD/HIV Program and contracted community-based organizations.

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

2. Capacity Building and Communications Support

The Contractor will administer the statewide STD/HIV Infoline and manage the distribution of educational materials in order for resources to be readily available to the public. The 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 distributing educational materials (audiovisual and printed materials) to organizations and individuals across the State of Louisiana. Infoline services will be offered in English. Prior to distribution, all CDC funded materials must be approved by the STD/HIV Program's Review Panel.

The Contractor will provide capacity building activities of the STD/HIV Program to increase access to and quality of clinical and community-based services for PLWH, HCV, or diagnosed with an STD, as well as persons at-risk of contracting HIV/STD/HCV.

The Contractor will coordinate, edit, produce, and distribute reports on the various activities of the STD/HIV 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.

The Contractor will determine the disposition of pregnant women diagnosed with HIV and/or Syphilis and their infants and maintain a database that tracks the disposition and outcome of each case. The Contractor will be responsible for conducting outreach to clinic staff and individual health care providers who care for persons living with HIV, HCV, and/or are diagnosed with an STD. Outreach activities shall include hospital and/or clinic visits and presentations regarding current HIV/STD/HCV prevention protocols, statewide surveillance data, and available federal, State and community resources for persons diagnosed with HIV, STD, and/or Hepatitis C. The Contractor will coordinate the development of a Statewide public information intervention plan, including social marketing, to address HIV perinatal transmission and congenital Syphilis.

3. HIV/STD Partner Services and Internet Partner Services known collectively as Partner Services

The Contractor will manage multiple program elements of a comprehensive Statewide Partner Services program to ensure that sex and/or needle sharing partners of persons with HIV and/or Syphilis are notified of their possible exposure and to link them to HIV and/or Syphilis testing services to determine disease status, to ensure that persons with Syphilis are treated, and to link HIV-infected persons to medical care.

4. Core Disease Surveillance (Case Ascertainment, Laboratory Surveillance, Matching with Other Data Sources)

The Contractor will follow all CDC protocols for conducting STD/HIV/HCV surveillance activities (see <https://www.cdc.gov/hiv/guidelines/reporting.html> and <https://www.cdc.gov/std/projects/default.htm> for CDC case definitions of HIV, AIDS, and STDs and related forms and <https://www.cdc.gov/hepatitis/Statistics/SurveillanceGuidelines.htm> for CDC HCV Surveillance guidelines). Specifically, the Contractor will maintain Statewide active case finding systems for both cases of HIV infection and AIDS and reportable STDs 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 and conduct active case-finding in all large inpatient and outpatient facilities and physician offices serving persons with STDs, HIV, and HCV.

Laboratory Surveillance

- Educate laboratories conducting tests relating to HIV infection or reportable STDs regarding their reporting responsibilities under the State law and conduct active laboratory-based case finding for persons who are known to be infected with HIV, HCV, and for persons who test positive for Chlamydia, Gonorrhea, or Syphilis.
- Rigorously monitor the laboratory surveillance system to ensure that all expected results are reported from each laboratory every month.
- 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 SHP.

Matching with Other Data Sources

- 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 registry, Tuberculosis program, and Ryan White-funded service providers.

Other Activities

- Manage case report data to maintain an unduplicated registry on all persons with HIV infection, AIDS, Syphilis, Gonorrhea, Chlamydia, and Viral Hepatitis in Louisiana. The case data must be updated as new information on previously reported cases is obtained from additional case reports or from other data sources. The HIV registry must be maintained utilizing CDC software and must be located within the STD/HIV Program office.

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 STD/HIV 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 Data Management and Analysis Program Manager and Director to bring some studies to closure and to establish new studies.

6. STD/HIV and HCV Care, Linkage to Care, and Treatment Support

The Contractor will develop a hierarchy of private and public health coverage benefits to assist Case Managers and clients in accessing the plans that are most beneficial to their comprehensive health needs, as well as establish guidelines for the use of Ryan White Part B resources to wrap around the various private and public plans.

The Contractor will oversee the design and implementation of a statewide consumer Needs Assessment and coordinate community engagement to develop and monitor Statewide Ending the HIV and HCV Epidemic Plans.

7. Program Operations Technical Assistance

The Contractor will provide the STD/HIV Program with technical assistance in formulating systems and procedures to plan, execute, and monitor budgetary and contractual control processes. This shall include 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 shall include the development of budgets to be submitted as part of annual and competitive grant applications.

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

The Contractor will provide administrative oversight and support in the SHP main office to ensure smooth overall operations, including the supervision of clerical staff and carrying out administrative duties (e.g., copying, filing, answering phones, typing documents, etc.).

The Contractor will provide administrative support in designated OPH clinics that offer STD/HIV/HCV and TB testing and treatment or linkage to care, including clerical clinic services, data entry functions, and office administration consisting of greeting clients, scheduling appointments, creating documents, copying and sending out communications, file and database maintenance, and working with confidential clinical health information.

8. For All Components

The Contractor must ensure that all databases are secure and located in an area of limited and controlled access. The Contractor must have a written confidentiality and data security policy that adheres to CDC and State requirements. These policies must be approved by the STD/HIV Program Director, be consistent with the CDC requirements for security and confidentiality of data, and all contracted personnel must adhere to these policies. All databases must be maintained in accordance with the confidentiality requirements of the STD/HIV Services, Surveillance and Prevention sections and the Centers for Disease Control and Prevention and must meet HIPAA guidelines. A HIPAA Business Associate Addendum will be part of any contract entered into as a result of this RFP.

Contractor staff will attend CDC, Family and Youth Services Bureau/Administration for Youth and Families, HRSA meetings, and OPH STD/HIV-related meetings as requested by the LDH OPH STD/HIV Program Administration.

The Contractor will generate all written reports required by funders prior to the stated due date and work collaboratively to verify the narrative, tabular and statistical information. In addition, the Contractor will assist in writing grant applications to secure new and/or continued funding resources. Attachment VI is a sample schedule of current grant applications and reporting requirements. Dependent on future reporting requirements, this schedule may be modified, which may require adjustment of staff resources; if this occurs, the budget shall be reviewed and revised by the Department, as needed.

The LDH/OPH STD/HIV Program Director or designee will meet with Contractor staff to review progress of activities every six (6) months (or more frequently if requested by the administrator or designee or the Contractor).

B. Deliverables

1. General Requirements

The Contractor shall:

- i. Maintain all relevant and required documents with the Louisiana Secretary of State in order to conduct business in the State of Louisiana.
- ii. Maintain a physical business location in the State of Louisiana.
- iii. Secure the required qualified personnel and resources to carry out the contracted services.

2. Programmatic and Operations Requirements

The Contractor shall provide the deliverables listed in A-H below. The Contractor shall provide sufficient staffing to successfully complete all required deliverables. Current staffing for these services is described in Attachment VIII. The majority of contracted personnel shall be located in New Orleans due to the proximity to other staff and datasets only available in the STD/HIV Program office. Other personnel may be located in other regions of Louisiana due to their responsibilities and scope of activities that need to be conducted in particular regions.

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

The Contractor shall:

- Maintain databases for monitoring/evaluating Prevention Program activities, analyze program data, and provide reports on a semi-annual basis.
- Manage STD PRISM database, run routine QA reports, resolve duplicate records, and provide technical assistance to regional DIS.
- Collect and enter (manually and through electronic transfer) approximately twenty-two thousand five hundred (22,500) HIV counseling and testing session reports into the provided database on a quarterly basis.
- Analyze HIV counseling and testing (CT) data and develop quarterly and annual reports that will be distributed to all active CT sites (approximately six hundred fifty (650) reports per year).
- Maintain and update the existing prevention materials database, including entering information on approximately one hundred twenty-five (125) orders and associated receipts for approximately one thousand seven hundred (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 five hundred (500) surveys to evaluate activities with up to fifty (50) fields into the provided database on an annual basis.
- Analyze evaluation data and develop bi-annual reports that will be distributed to approximately nineteen (19) organizations conducting street outreach/recruitment services.
- Collect and enter approximately three hundred fifty (350) training evaluation forms with up to fifty (50) 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 nineteen (19) publicly funded organizations providing STD/HIV/HCV prevention activities with up to fifty (50) fields into the provided database.
- Analyze Community Based Organizations (CBO) quarterly report data and develop summary reports and a presentation each quarter.
- Update the STD/HIV/HCV Prevention and Services Evaluation Plans annually.
- Assist in the development of the STD/HIV/HCV Prevention Cooperative Agreements, interim and annual progress reports, and program monitoring and evaluation plans each year.
- Maintain an integrated statewide STD/HIV prevention and care planning process that includes broad stakeholder and community engagement and related meeting logistics, travel, and subcontracting for capacity building and support as needed.
- Participate in Ending the Epidemics and Fast Track Cities Steering Committees to coordinate SHP's integrated planning activities.
- Assist in the development and annual updating of the Louisiana HIV/AIDS Strategy.

B. Capacity Building and Communications Support

- The Contractor shall: Distribute approximately one hundred thousand (100,000) STD/HIV educational materials per year.
- Produce monthly reports on the distribution of print educational materials.
- Produce and disseminate reports regarding STD/HIV/HCV activities occurring in the State, as requested.
- Conduct and support approximately thirty (30) trainings for staff from the STD/HIV Program and contracted community-based organizations each year. These trainings shall be one to three (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 shall include STD/HIV/HCV testing, recruitment, linkage to care, case management, motivational interviewing, program evaluation, and other relevant topics including:

- Understanding and undoing institutional racism – ten (10) trainings per year; and
- Deconstructing Homophobia/Transphobia – two (2) trainings per year
- Facilitate Perinatal Work Group meetings on a quarterly basis to identify and prioritize effective interventions and coordination for the elimination of perinatal HIV transmission.
- Facilitate monthly Congenital Syphilis Case Review Boards to identify missed opportunities and to prioritize effective interventions to prevent future cases of Congenital Syphilis.
- Conduct and support an annual teen pregnancy prevention meeting for approximately fifty (50) participants. All logistical arrangements will be made by the Contractor.
- Conduct HIV Perinatal and Congenital Syphilis prevention presentations for a minimum of twenty (20) providers per year.
- Provide PrEP outdoor (also referred to as out-of-home) placements in nine (9) priority areas (markets) across Louisiana including Alexandria, Bogalusa, Baton Rouge, Houma, Lafayette, Lake Charles, Monroe, New Orleans, and Shreveport/Bossier City. These out-of-home placements will consist of billboards, transit shelters, bus interiors, and bus and streetcar wraps for four (4) week periods over a twelve (12) month calendar year. The medium of delivery also includes broadcast media placements and digital placements which would run through YouTube, Facebook and mobile apps.
- Facilitate the maintenance and upkeep of the Louisiana Health Hub Website (www.lahhub.org) as a central location for sexual health educational content of STDs/HIV, PrEP, and statewide annual and quarterly reports. The site will also serve as medium of digital placement of PrEP campaigns.
- Secure membership subscriptions to relevant organizations such as the National Association of State and Territorial AIDS Directors (NASTAD), National Coalition of STD Directors and Southern AIDS Coalition.

C. HIV/STD Partner Services and Internet Partner Services known collectively as Partner Services

- The Contractor shall: Conduct partner services for persons diagnosed with HIV and/or another STD; this includes conducting partner elicitation, notifying partner(s), and linking them to testing and treatment. Submit daily case reports to the Louisiana Office of Public Health Regional DIS Managers for follow-up investigation.
- Complete quality assurance review of field surveys and interview records in the provided database on a quarterly basis.
- Analyze Partner Services data, produce quarterly and annual data reports, and present to relevant STD/HIV Program staff.
- Conduct a minimum of one (1) training per year to community-based providers who provide partner elicitation services.
- Track and record referrals to medical providers for persons diagnosed with HIV and/or Syphilis who have contact with Partner Services.
- Submit to CDC an interim progress report and an annual progress report, which shall include objectives and accomplishments of project activities.

D. Core Disease Surveillance (Case Ascertainment, Laboratory Surveillance, Matching with Other Data Sources)

The Contractor shall:

- Collect information on an estimated one hundred fifty (150) new AIDS cases and two hundred fifty (250) new HIV cases every quarter.
- A minimum of four hundred (400) contacts with reporting sites should be made per quarter.
- Import approximately two hundred thousand (200,000) HIV-related electronic laboratory reports and manually enter approximately ten thousand (10,000) paper and abstracted laboratory reports annually.

- Import approximately sixty-four thousand (64,000) STD labs and manually enter approximately twelve thousand (12,000) STD labs into PRISM annually.
- Match databases with the following public health programs:
 - Vital records birth and death registries (annually);
 - Infectious Diseases Epidemiology program (as directed by SHP);
 - Tuberculosis program (as directed by SHP);
 - Ryan White CARE Act service providers (as directed by SHP);
 - Medicaid (as directed by SHP);
 - SHP Counseling/Testing Program (ongoing); and
 - OPH HIV/STD Partner Services data systems (ongoing).
- Submit HIV data to the CDC on a monthly basis.
- Submit STD data to the CDC on a weekly basis.
- Submit an HIV and an STD annual progress report during each 12-month period, which shall include:
 - Objectives and accomplishments of activities;
 - Description of the reported cases;
 - Summary of the reporting sites; and
 - Reports documenting the timeliness, completeness, and accuracy of the Louisiana Surveillance system.
- Complete the following formal reports for distribution to the medical and general communities:
 - Quarterly HIV surveillance summary reports;
 - An annual STD/HIV/Hepatitis C Program Report; and
 - STD/HIV/HCV fact sheets.
- Produce data for STD/HIV/HCV prevention planning as requested by the STD/HIV Program.
- Produce additional data analyses and reports as requested by the STD/HIV Program.
- Secure subscriptions to up-to-date data access and communication services such as Citrix, LexisNexis, GoToMeeting, etc.

E. Supplemental Surveillance and Emerging Protocols

The Contractor, for each of the following projects, shall:

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 (12) community members and other key informants, and conducting a minimum of three (3) 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 (NHBS) survey instrument to five hundred (500) individuals living in high-risk areas in the New Orleans area.
- Provide OraQuick ADVANCE rapid HIV 1/2 antibody tests to all five hundred (500) eligible respondents.
- Submit data to CDC monthly under the guidance of the STD/HIV Program.
- Produce data analysis and reports as requested by the STD/HIV Program.

Perinatal HIV and Congenital Syphilis Surveillance

- Complete a standardized abstraction and follow-up form for approximately forty (40) pregnant women with HIV and their infants each quarter. Conduct review and data entry of all cases.
- Review the case report forms completed by the DIS of fifty (50) potential Congenital Syphilis cases each quarter.
- Produce data analysis and reports as requested by the STD/HIV Program.
- Review and summarize issues with ten (10) cases of HIV perinatal exposure for the case review team and sixty (60) cases of Congenital Syphilis for regional case review boards.

Molecular HIV Surveillance Projects

- Establish and oversee reporting of HIV genotype results from all laboratories conducting such testing.
- Conduct genotype cluster analyses using HIV-TRACE.
- Participate in all CDC-required activities in the development and implementation of the program.
- Submit an annual progress report as directed by CDC which shall include:
 - Objectives and accomplishments of project activities;
 - Summary data from specimens processed; and
 - Data analysis and reports produced as requested by the STD/HIV Program.

F. STD/HIV and HCV Care, Linkage to Care, and Treatment Support

The Contractor shall:

- Triage all phone calls and e-mails from contracted agencies requesting technical support and training for CAREWare, the software that is used to store client information.
- Track trends in training requests and develop quarterly CAREWare trainings to address common identified technical assistance needs and/or any new programmatic or reporting requirements from federal funders that would impact the quantity, type or quality of data collected at the field level.
- Oversee the monthly review of client-level data that are reported from contracted agencies; share irregularities and discrepancies with Supervisor and the appropriate Unit Manager(s) for analysis and potential corrective action.
- Design and implement a monthly and quarterly data cleaning protocol to assure the highest degree of accuracy in the CAREWare data collected and reported.
- Assist in the preparation of all required reports that are generated from client level data, especially the annual Ryan White Services Report (RSR), the AIDS Drug Assistance Program (ADAP) Data Report (ADR), the Ryan White Implementation Plan and Report, and National Alliance of State and Territorial AIDS Directors ADAP Monitoring Survey.
- Prepare data that populates required fields in the Comprehensive Annual Progress and Evaluation Report (CAPER) and the Consolidated Plan that are submitted to HUD annually.
- Manage CAREWare as an independent Ryan White Part B database, as well as a data collection system that is a component of the Louisiana CAREWare Access Network (LaCAN), comprised of data from other Ryan White grantees in Louisiana.
- Provide technical support to the LaCAN partner agencies as requests for assistance are made telephonically and electronically.
- Develop standard security and training protocols for all new and current LaCAN partners and end users that are responsible for accessing or entering data into that system.
- Identify routine data needs and develop standard or “canned reports” that most accurately address these needs. Provide additional support to assist LaCAN partners achieve the generation of one time reports and data requests.
- Work collaboratively with internal staff and external contractors to assure the issues related to connectivity are resolved as quickly as possible, and that communication about planned maintenance and down time are communicated with as much advance notice as possible.
- Reconcile orders for ADAP formulary medications that are placed from the pharmacy networks in Pharmacy Benefits Manager for Persons Living with HIV (PLWH) with the invoices that are submitted to SHP from the current State Pharmaceutical Vendor, Morris and Dickson.
- Address any discrepancies in ordering between those two (2) entities, as well as any irregularities in pricing with the State Pharmaceutical Vendor staff.
- Verify that purchase prices for all medications correspond with the current 340B pricing and/or deeper discounts negotiated by the NASTAD ADAP Crisis Task Force (ACTF) that is available to SHP as the State AIDS Drug Assistance Program (ADAP).

- Effectively oversee and audit all 340B Covered Entities (CEs) associated with the Louisiana Health Access Program (LA HAP).
- Participate in annual 340B meetings and training to assure understanding and implementation of all current requirements and recommendations. Attend similar meetings and trainings with other related community partners (e.g., Louisiana State Board of Pharmacy) for the same purpose.
- Oversee the design and implementation of a statewide consumer Needs Assessment, as well as the production of a summary report of the findings.
- Outline a curriculum, teaching and learning goals, and objectives for a variety of training opportunities. These will include, but not be limited to:
 - New Hire Trainings for staff domiciled in the field (at least four (4) per year);
 - Overview of Health Care Reform and the impact on PLWH (at least two (2) per year);
 - Overview of Medicare Parts A-D, the Louisiana Medicaid managed care program, the Louisiana Health Access Program (LA HAP), all carriers participating in the federally facilitated marketplace (FFM), the main commercial insurance carriers in Louisiana and other health care safety net programs for low income persons (at least two (2) per year). These should be tailored differently for consumers and contractors; and
 - Other training needs as identified by SHP staff or funded providers (up to six (6) per year).
- Coordinate speakers and/or presenters for each of these trainings and oversee all logistical aspects of hosting a training (training room reservation, A/V needs, food and/or beverage, training supplies and accessories, etc.).
- Devise and implement an evaluation process to determine the success of the trainer in assisting each attendee in reaching their learning goals and objectives.
- Work closely with the following staff to develop a hierarchy of private and public health coverage benefits and/or a decision tree to assist Case Managers and clients in accessing the plans and programs that are most beneficial to their comprehensive health needs:
 - Health Insurance Program (HIP) Coordinator: For issues that relate to health insurance procurement and payment of medical cost shares.
 - Louisiana Drug Assistance Program (LDAP) Coordinator: For tasks related to the pharmacy network and co-payments for medications.
 - Client Services Specialist (CSS) Supervisor: For issues related to application processing and staff commitment to client eligibility screening.
- In conjunction with the staff mentioned above, communicate the guidelines for the use of Ryan White Part B resources to wrap around the various private and public health coverage benefits.

HIV Systems Improvement/Linkage to Care

- The Contractor shall: Conduct videoconferencing and pre-release sessions to enhance the successful linkage to care for persons living with HIV who are discharged from State or parish correctional facilities.
- Maintain and expand partnerships with medical facilities to exchange client-level data with the goal of increasing medical care for persons who do not know their status or who know their status but are currently out of care.
- Work collaboratively with the medical and social service staff at parish prisons to offer opt-out HIV testing and then meet with HIV-infected prisoners prior to discharge in order to conduct pre-release planning and linkage into care.
- Conduct follow-up activities for no less than six (6) weeks on all persons living with HIV discharged from all of the State Correctional Facilities in order to assure that those persons who received a video conference session have successfully been linked and maintained in medical care.
- Document all interactions and outcomes in paper format, as well as through data entry into CAREWare, and contribute narrative and tabular information to all required reports and documents.

- Participate in the revision of the Part B Case Management Standards of Care to assure the inclusion of video conferencing as an option to assist clients in linking to and being maintained in HIV-related care.
- For Persons Living with HIV (PLWH) in the Health Models (HMs) program at the HIV specialty clinics, increase the proportion who are in care and increase the proportion of clients who achieve and maintain viral suppression.
- Provide financial incentives to patients who are new to care in the Health Models Program.
- Provide financial incentives to patients attending re-engagement appointments in the Health Models Program.
- Provide financial incentives to patients attending re-entry appointments in the Health Models Program.
- Provide financial incentives to patients attending lab appointments in the Health Models Program.
- Provide financial incentives to patients attending subsequent provider appointments/visits in the Health Models Program.
- Provide financial incentives to patients achieving and maintaining viral suppression.
- For Persons Living with HIV (PLWH) who are out of care, use surveillance data using the Data to Care (D2C) model to identify clients who are newly diagnosed (out of care up to six (6) months); clients who need re-engagement into care (out of care nine (9) months – five (5) years); and engage clients who are in care but consistently experience failure of treatment.
- Provide linkage and re-engagement to primary HIV medical care and supportive services using intense interaction to essential services.
- Conduct assessments on each client to determine overall need for assistance.
- Provide brief medical case management.

G. Program Operations and Technical Assistance

The Contractor shall:

- Review monthly invoices from CBOs contracted to provide CDC, HRSA, PREP, or HOPWA funded services to determine the fiscal accuracy and appropriateness of all charges.
- Provide assistance in the preparation and execution of annual site visits to assure understanding of, and compliance with, all current federal and State fiscal reporting requirements and the resources available for the provision of contracted services.
- Provide technical assistance to Program Managers and provider 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 sixty (60) provider contracts annually.
- Provide assistance in the production of monthly reports to summarize the budgets and expenditures of contracted CBOs.
- Provide assistance in conducting budget analysis and producing a minimum of four (4) monthly reports (one (1) for each component of the STD/HIV Program) related to the status of funds, expenses, obligations, FTE, and workload.
- Provide assistance in compiling and summarizing financial data to convene quarterly budget meetings with Program Managers and the Administrative Director to review expenditures and status of funds.
- Provide assistance for a minimum of twelve (12) budgets a year to submit with continuing grant applications and an average of two to four (2-4) 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 STD/HIV/HCV rapid testing and prevention material purchases, including the processing of orders, payment of invoices, and maintenance of the related budgets.
- Conduct the purchasing and inventory monitoring of all necessary office materials.

- Secure office rental agreements for four (4) off-site locations and equipment rental agreements when it is more cost effective than purchasing secure services in support of program activities in the following area:
 - Design and printing of STD/HIV annual reports;
 - Advertisement for position announcement and other advertisements related to contracted services; and
 - Express mail, shipping and equipment maintenance services.
- Secure Professional Liability Insurance
- Some services, if not produced in-house, shall be subcontracted but only with mutual agreement with the Department. Such services may include:
 - Short term consulting work by outside experts for evaluation and analysis work (Statewide needs assessments, focus groups, individual interviews, etc.);
 - Consulting work to conduct training on specific topics (e.g., motivational interviewing and crisis management for case managers and DIS);
 - ADAP Web enrollment application development;
 - CAREWare cloud hosting services;
 - Data processing systems (PRISM) design, conversion, and maintenance;
 - PrEP consultants to conduct clinical provider outreach activities
 - PREP Wise Guys and Project AIM curriculum and licensing;
 - JProg Programming for CAREWare maintenance;
 - Ryan White consultants to conduct capacity building workshops for case managers. Topics may include:
 - Trauma informed excellence in care;
 - Structural and institutional barriers to achieving health equity;
 - Best practices in delivering high quality services in rural areas;
 - Housing First principles as implemented in practice;
 - Utilization of technology to realize increased program success;
 - Nationally recognized efforts to End the Epidemic that can be adopted in Louisiana;
 - Design, implementation and data collection of client level Needs Assessment surveys;
 - Design, implementation and data collection from qualitative focus groups and key informant interviews;
 - Emerging health concerns for vulnerable populations; and
 - Data driven efforts to support and improve Quality Management and Clinical Quality Improvement programs.
 - Data sharing technology package licensing that provides connectivity and data sharing between health systems and the CDC; and
 - Client transportation services to increase access to medical appointments.
- Monitor the physical storage, inventory and distribution of all time- and temperature-sensitive STD/HIV/HCV testing supplies, condoms, lube and related educational materials.
- Provide adequate administrative and clerical support to ensure smooth program operations occur in SHP's main office in New Orleans. Duties shall include, but are not limited to:
 - Managing the front office and greeting clients/visitors;
 - Sorting and distributing mail, including pick up, transport, and delivery;
 - Composing and managing correspondence;
 - Reviewing memos and emails for distribution;
 - Scheduling appointments, conference calls, and arranging travel;
 - Copying, scanning, handling electronic transmissions, and organizing files;
 - Creating documents, presentations, and spreadsheets;
 - Preparing meeting agendas, organizing events, and securing facility rentals and conference equipment rentals for five (5) conferences per year;
 - Recording minutes of meetings; and
 - Providing supervision of clerical staff.

- Provide adequate administrative and clerical support in designated OPH clinics that provide STD/HIV/HCV and TB services.
- Attend quarterly meetings with Program Managers and the Administrative Director to review human resource services, including the process for hiring, payroll, and travel.

H. Deliverables for all Program Components

- The Contractor shall 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 receive annual training. The CDC confidentiality standards may be reviewed at <https://www.cdc.gov/nchhstp/programintegration/data-security.htm>
- The Contractor shall document compliance with all requirements for Protection of Human Subjects, when necessary. These requirements are overseen by the LDH Institutional Review Board (IRB) and can be reviewed on the following website: <http://ldh.la.gov/index.cfm/subhome/38>.

3. Staffing Requirements/Qualifications

At the minimum, the Contractor should have sufficient staffing and qualifications to successfully complete all required deliverables. Current staffing for these services is described in Attachment VIII.

4. Record Keeping Requirements

- Staff performing these functions shall maintain time and effort (activity) records that support appropriate charges, including when staff must allocate time among several functions performed or allocate time between multiple funding sources.
- The Contractor shall have a well-organized recordkeeping system to maintain adequate oversight and control of its cash, property, and other assets. As part of that system, expenditures must always be properly documented, regardless if they are direct or indirect, program or administrative, and personnel or non-personnel. Financial and recordkeeping systems shall record in a readily retrievable manner all of the financial (and other) data required for all site visits, cost reconciliation activities and other required reports. While records shall be readily retrievable, procedures shall control access to records, forms, and assets, and otherwise safeguard them from risk of exposure.
- The Contractor shall maintain the following records and documents:
 - Personnel records (employment, qualifications, personnel actions, etc.);
 - Personnel policy documents;
 - Data Security and Confidentiality policy and agreement documents;
 - Property inventory and acquisition documents;
 - Audits and Financial records related to the contract at least for four (4) years after the end of the contract; and
 - Emergency policy and plan.

5. Reporting Requirements

The STD/HIV Program produces a large number of reports for program consumption, required reports from funding sources, and public reports. The successful Proposer should be able to produce all reports listed in Attachment VI: Sample Schedule of Grant Applications and Reports.

6. Transition Plan

The Contractor shall provide a detailed a transition plan of how the services will be transitioned to a new contractor upon termination of the contract without interrupting services to clients.

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the

assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may reassert the assessment of liquidated damages, even following contract termination.

- a. Late submission of any required report – fifty dollars (\$50) per working day, per report.
 - b. Failure to fill vacant contractually required key staff positions within ninety (90) days – five hundred dollars (\$500) per working day from ninety-first (91st) day of vacancy until filled with an employee approved by the Department.
 - c. Late submission of invoices beginning ten (10) business days after the stated due date – fifty dollars (\$50) per working day per invoice.
 - d. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit – one hundred dollars (\$100) per client.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
- a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with State and federal regulations. The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

- The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- The Contractor must adhere to State and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA Part 164).
- Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All Contractor utilized computers and devices must:
 - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
 - Have installed all security patches which are relevant to the applicable operating system and any other system software.
 - Have encryption protection enabled at the Operating System level.
- Specific hardware and software requirements:
 - IBM compatible PC;

- Intel Core i7 or equivalent (or compatible successors);
- 16 Gig of RAM memory (minimum);
- Enough spare USB ports to accommodate thumb drives, etc.;
- 250GB Solid State Hard Drive (minimum);
- Ethernet LAN interface for laptop and desktop PCs;
- 22" WXGA Digital Flat Panel LCD monitor with DVI (minimum);
- Printer compatible with hardware and software required;
- High speed internet with email;
- DVD-ROM;
- Windows 10 Enterprise or later version of operating system (minimum);
- Windows Internet Explorer 11.0 (or later); and
- Microsoft Office 2016 or later.

F. Subcontracting

1. The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in this RFP and the proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, Proposer's should acknowledge in their proposals total responsibility for the entire contract.
2. Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
3. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:
 - a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
 - b. 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.

G. Compliance With Civil Rights Laws

1. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
2. The Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, age, or any other non-merit factor in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

H. 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 Workers' Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so

requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Workers' 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 the case that 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.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect the Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. 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.

4. 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.

5. 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.

6. 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.

I. Resources Available to Contractor

The LDH OPH STD/HIV Program will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

J. Contract Monitor

All work performed by the contract will be monitored by the contract monitor: Director, Bureau of Infectious Diseases or designee:

DeAnn Gruber, PhD, LCSW
Director, Bureau of Infectious Diseases
Louisiana Department of Health

Office of Public Health
1450 Poydras Street, Suite 2136
New Orleans, LA 70112
Phone: 504-568-7474
FAX: 504-568-7044
Email: deann.gruber@la.gov

K. Term of Contract

1. The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful contractor, LDH may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term.
2. No contract/amendment shall be valid, nor shall the State be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the Contractor and has been approved in writing by the director of the Office of State Procurement. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

L. Payment Terms

1. 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 shall be subject to approval of the Director, Bureau of Infectious Diseases as the approval authority or designee. Continuation of payment shall be dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of the invoice. LDH will make every reasonable effort to make payments within thirty (30) calendar days of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. The Contractor will not be paid more than the maximum amount of the contract.
3. The LDH desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment X for additional information regarding electronic payment methods and registration.

IV. 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 proposal by the Department.

B. 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 LDH until an award is made.

C. Code of Ethics

1. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics and the State

courts are the only entities that can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer, as it relates to the RFP, should be immediately reported to the Department by the Proposer.

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

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by LDH to award a contract or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

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

E. Contract Award and Execution

1. The Secretary of LDH reserves the right to:
 - a. Make an award without presentations by Proposers or further discussion of proposals received;
 - b. Enter into a contract without further discussion of the proposal submitted based on the initial offers received; or
 - c. Contract for all or a partial list of services offered in the proposal.
2. The RFP and the proposal of the selected Proposer shall become part of any resultant contract entered into by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that it wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
4. If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within fifteen (15) days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

F. 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. All assignments must be approved in writing by the Department.

G. Determination of Responsibility

1. Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected Proposer:
 - a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
 - c. Is able to comply with the proposed or required time of delivery or performance schedule;
 - d. Has a satisfactory record of integrity, judgment, and performance; and
 - e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

2. The Proposer must ensure that its proposal contains sufficient information for LDH to make its determination by presenting acceptable evidence of the above to perform the contracted services.
 - a. The Proposer shall include with its proposal copies of audited financial statements for each of the last three (3) years, 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, as required by Section IV.G.1.a above.
 - b. The financial statements shall be reviewed and assessed by a staff member of LDH who is a Certified Public Accountant licensed in Louisiana.

H. Proposal and Contract Preparation Costs

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

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

I. Errors and Omissions

The Department reserves the right to make corrections due to minor errors of Proposer identified in proposals by the Department or the Proposer. The Department, at its option, has the right to request clarification or additional information from the Proposer.

J. 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 proposal will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

K. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted at the following web address: <http://www.ldh.la.gov/index.cfm/newsroom/category/47>

L. Proposal Submission

1. 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 ensure 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.
2. Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink), five (5) duplicate hard copies, and one (1) electronic copy (USB flash drive) of the entire proposal. Proposer shall also submit one (1) electronic copy (USB flash drive) of its Redacted Proposal, if applicable. All electronic copies must be searchable. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one (1) container.
3. Proposals must be submitted via U.S. mail, courier, or hand delivered to:

Capucinca Harris-Roberts
Program Monitor/RFP Coordinator
Louisiana Department of Health
Office of Public Health STD/HIV Program
1450 Poydras Street, 21st floor, Suite 2136
New Orleans, LA 70112

M. Legibility/Clarity

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

N. Confidential Information, Trade Secrets, and Proprietary Information

1. All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out the resultant contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the its data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of LDH.
3. Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal, which is intended to be identified as such, must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1 *et seq.*, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

O. Proposal Format

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.

P. Requested Proposal Outline:

1. Approach and Methodology
2. Work Plan/Project Execution
3. Relevant Corporate Experience and Responsibility
4. Personnel Qualifications
5. Additional Information
6. Cost and Pricing Analysis
- 7.

Q. Proposal Content

1. Introduction

I. Cover Letter

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

II. Table of Contents

- The contents of the proposal should be organized in the order set forth in Section IV.P. above ("Requested Proposal Outline").

III. Quality And Timeliness

- Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

IV. Assume Complete Responsibility

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

V. Approach and Methodology

Proposals should define the Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section III. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of work as described herein. Proposers should respond to all requested areas.

a. Narrative/Administrative Data

This section should contain summary information about the Proposer's organization. This section should state the Proposer's knowledge and understanding of the needs and objectives of the LDH Office of Public Health STD/HIV Program as related to the scope of this RFP. It should further cite its ability to satisfy the requirements of this RFP.

- i. This informative section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Management/Quality Improvement, Professional Practices, Supervision, Distribution of Work, and Communication Systems. This section should include an organizational chart displaying the Proposer's overall structure.
- ii. This section should also include the following information:
 1. Location of Administrative Office with full time personnel and Key Personnel, include all office locations (*i.e.*, address) with full time personnel;
 2. Name and address of principal officer;
 3. Relevant information for the purpose of issuing checks and/or drafts;
 4. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
 5. If out-of-state Proposer, give name and address of local representative; if none, so state;
 6. 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;
 7. If the Proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state;

8. Proposer's State and federal tax identification numbers; and
9. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)

VI. Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section III of the RFP. In this section, the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:

- i. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, and collaboration, as appropriate.
- ii. Provide a strategic overview including all elements to be provided.
- iii. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- iv. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day-to-day operations, which are critical in organizing their functioning and maximizing productivity.
- v. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- vi. Describe approach and strategy for project oversight and management.
- vii. Articulate the need for, and the ability to implement, a plan for quality management (QM)/continuous quality improvement (CQI); this includes, but is not limited to, reviewing the quality of services provided and staff productivity. Please include any existing QM/CQI plans with the application.
- viii. Demonstrate an understanding of and ability to implement data collection, as needed.
- ix. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section III.
- x. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency.
- xi. Identify all assumptions or constraints on tasks.
- xii. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- xiii. Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the internet.
- xiv. Clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a capability model and potential strategy for integration with future LDH wide enterprise components as they are implemented.
- xv. A master data management framework shall be used to define and manage critical program data. Utilization of a single identity and access management solution is

required to control access to program systems and define individual roles within program applications.

- xvi. The Proposer shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- xvii. Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the internet.

VII. Relevant Corporate Experience and Responsibility

- a. The proposal should indicate the Proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The Proposer should have, within the last twenty-four (24) months engaged in a similar project. Proposers should give at least two (2) customer references for projects they engaged in within the last twenty-four (24) months. References shall include the name, email address and telephone number of each contact person.
- b. 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.
- c. The evaluation of the Proposer's responsibility under this section shall include consideration of the information and documentation required by Section IV.G.1 of this RFP.

VIII. Personnel Qualifications

- a. 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 the Proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel. The Proposer should refer to Attachment VIII when proposing staff for the resultant contract.
- b. Proposers should state job responsibilities, workload, and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel, should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a subcontractor.
- d. Key Personnel and their proposed percentage of time directly assigned to the project should be identified.
- e. Résumés of all key personnel should be included. Resumes of proposed key personnel should include, but not be limited to the following:
 - i. Experience with Proposer,
 - ii. Previous experience in projects of similar scope and size; and
 - iii. Educational background, certifications, licenses, special skills, etc.

- f. If subcontractor personnel will be used, the Proposer should clearly identify these persons, if known, and provide the same information requested for the Proposer's personnel.

IX. Additional Information

As an appendix to its proposal, if available, Proposers should provide copies of any policies and procedures manuals applicable to this RFP, inclusive of organizational standards or ethical standards. This appendix should also include a copy of the Proposer's All Hazards Response Plan, if available.

X. Cost and Pricing Analysis

- a. The Proposer shall specify costs for performance of tasks. The proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item-by-item breakdown of costs shall be included in the proposal in a format similar to the attached sample cost template form for each year of the contract to demonstrate how cost was determined. (See Attachment V) Failure to complete will result in the disqualification of the proposal.

XI. Certification Statement

The following information **must** be included in the proposal:

The Proposer must sign and submit an original Certification Statement (See Attachment II).

R. Waiver of Administrative Informalities

The Louisiana Department of Health reserves the right, at its sole discretion, to waive minor administrative informalities that may arise in the evaluation of any proposal

S. Withdrawal of Proposal

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

T. Acceptance of Proposal Content

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

U. Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by an Evaluation Team.
2. Scoring will be based on a possible total of one hundred (100) points and the proposal with the highest total score will be recommended for award.

3. Cost Evaluation:

- a. The Proposer with the lowest total cost for all three (3) years shall receive twenty-five (25) points. Other Proposers shall receive points for cost based upon the following formula:

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

CCS = Computed Cost Score (points) for Proposer being evaluated

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

- b. The assignment of the twenty-five (25) points based on the above formula will be made by a member of the LDH staff.

4. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

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

b. Proposer Status and Allotment of Reserved Points

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

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

- e. If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to

determine if there is duplication or overlap, or if the subcontractor’s services constitute a distinct scope of work from each other subcontractor(s).

5. Evaluation Criteria and Assigned Weights

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

Evaluation Criteria	Assigned Weight
Approach and Methodology	5
Work Plan/Project Execution	20
Relevant Corporate Experience and Responsibility	18
Personnel Qualifications	20
Cost	25
Louisiana Veteran and/or Hudson Initiatives <ul style="list-style-type: none">Up to 10 points available for Hudson-certified Proposers;Up to 12 points available for Veteran-certified Proposers;If no Veteran-certified Proposers, those two points are not awarded. See Section V.A.4 for details.	12
Total	100

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of **Approach and Methodology, Work Plan/Project Execution, Relevant Corporate Experience and Responsibility, and Personnel Qualifications** to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

B. On-Site Presentation/Demonstration

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the Department’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. The Department reserves the right to adjust the original scores based upon information received in the presentation, using original evaluation criteria.

1. Proposers selected for on-site presentations/demonstrations should:
- a. Provide a strategic overview of services to be provided;

b. Summarize major strengths;

c. Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes; and

d. If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.

C. Evaluation Team

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

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

D. Administrative and Mandatory Screening

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

E. Clarification of Proposals

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including, but not limited to resolving inadequate proposal content or contradictory statements in a Proposer's proposal.

F. Announcement of Award

1. The Evaluation Team will compile the scores and make a recommendation to the head of the Department on the basis of the responsive and responsible Proposer with the highest score.
2. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.
3. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44:3.2.*), the selection memorandum along with list of criteria used along with the weight assigned each criteria, scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
4. Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.
5. The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

G. Best and Final Offers (BAFO)

1. The State reserves the right to conduct a BAFO with one (1) or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers.
2. The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

H. Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

1. All financial, statistical, personal, technical, and other data and information relating to the State's operation, which are designated confidential by LDH and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, to carry out the intent of this

paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

2. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Health.

B. Taxes

The Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract.

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

C. Fund Use

The Contractor agrees not to use contract proceeds 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 Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

VII. CONTRACTUAL INFORMATION

A. Contract

The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Attachment III) 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. In addition to the 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 the 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 first priority to provisions of the contract excluding the RFP and the proposal; second

priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

4. Entire Agreement

The resultant contract, together with the RFP and its amendments and any and all 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 that the signatory to the contract is a corporate representative and authorized to sign said contract on behalf of the corporation.

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 during the term of the contract.

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 and any that may arise during the term of the contract.

8. Corporation Requirements

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

- a. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- 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 Department from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under the contract.

9. Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of R.S. 39:1672.1-1672.4.

10. Right To Audit

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

11. Contract Modification

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

12. Severability

If any term or condition of the Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the

invalid term, condition, or application. To this end the terms and conditions of the Contract are declared severable.

13. Applicable Law

The resultant contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to its conflict of laws doctrine. Venue of any action or claim brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

B. Mutual Obligations and Responsibilities

The State requires that the mutual obligations and responsibilities of LDH 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 (Attachment III).

C. Retainage

The Department shall secure a retainage of ten percent (10%) from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the contract, if the Contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the Contractor.

D. Indemnification and Limitation of Liability

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.
2. The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its authorized users from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors, without limitation. Provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, the Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret, or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:
 - i) Authorized User's unauthorized modification or alteration of a product, material or service;
 - ii) Authorized User's use of the Product in combination with other products not furnished by the Contractor; or
 - iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and

performance; or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of one hundred thousand dollars (\$100,000), the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect, or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

E. Termination

1. Termination For Cause

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

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

2. Termination For Convenience

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

3. Termination For Non-Appropriation Of Funds

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

F. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

Attachments:

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. LDH Standard Contract Form (CF-1)**
- IV. HIPAA Business Associate Addendum**
- V. Cost Template**
- VI. Sample Schedule of Grant Applications and Reports**
- VII. Sample Out-of-State and In-State Staff Travels Per Year**
- VIII. Sample Required Staffing Based on Current Staffing Resources**
- IX. Regional Map**

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiatives) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

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

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

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

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

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

CERTIFICATION STATEMENT

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

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

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 complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least ninety (90) calendar days from the date of Proposer's signature below.
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 days from the date of delivery of initial contract in which to complete contract negotiations, if any, and 15 days to execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Authorized Signature:

Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

Revised: 2018-05-24

LDH – CF - 1

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV:
LDH:
Agency #

AND

FOR

☐ Interagency Personal Services Professional Services Consulting Services Social Services

RFP NUMBER (if)

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID# State LDR Account #
2) Street Address	6) Parish(es) Served
City State Zip Code	7) License or Certification #
3) Telephone Number	8) Contractor Status
4) Mailing Address (if different)	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No
City State Zip Code	Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No
	For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
	8a) CFDA#(Federal Grant #)

9) Brief Description Of Services To Be Provided:

10) Effective Date <input type="text"/>	11) Termination Date <input type="text"/>
12) Maximum Contract Amount <input type="text"/>	
13) Amounts by Fiscal Year <input type="text"/>	

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:

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

PAYMENT WILL BE MADE	First Name	Last Name
	<input type="text"/>	<input type="text"/>

ONLY UPON APPROVAL OF:

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

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

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

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

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment or as prescribed in 45 CFR 74.361 whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.

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

the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of and services which are incidental but necessary for the performance of the work required under this contract.

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

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

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

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

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

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

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

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the

Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur.
Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.
22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.1-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2 CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
34. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

STATE OF LOUISIANA, LOUISIANA
DEPARTMENT OF HEALTH

SIGNATURE	DATE

NAME

TITLE

SIGNATURE	DATE

NAME

TITLE

SIGNATURE	DATE

NAME

TITLE

SIGNATURE	DATE

NAME

TITLE

Rev. 06/2016

HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements

of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.

11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

SAMPLE COST TEMPLATE (Summary)

Proposers must complete a cost proposal substantially similar to the following format to be considered for award. Failure to complete will result in the disqualification of the proposal.

Instructions: Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP. The Summary template below is to capture the total proposed cost for each year. The second part of the template is where detail line item costs for each year are to be provided.

	Proposed Cost
Year 1 Total	
Year 2 Total	
Year 3 Total	
Total for all 3 years	

SAMPLE COST TEMPLATE (By Line Item)

Proposers must complete a cost proposal substantially similar to the following format for all three (3) years to be considered for award. If it is not completed, the Proposer will be disqualified from consideration. Below is a sample template for Year 1. The same template must be used for years 2 and 3.

Year 1	Annual Salary (\$)	FTE Proposed (%)	Proposed Cost (\$)
<u>PERSONNEL</u>			
Administrative Staff (list by position)			
-			
-			
-			
-			
-			
Direct Services Staff (list by position)			
-			
-			
-			
-			
-			
-			
-			
-			
-			
<u>RELATED BENEFITS</u>			
<u>OPERATING EXPENSES</u>			
Rent			
Utilities			
Telephone			
Insurance			
Postage			
Advertisement			
Other (List):			
-			
-			

<u>TRAVEL (IN-STATE)</u>			
<u>TRAVEL (OUT-OF-STATE)</u>			
<u>SUPPLIES</u>			
Office supplies			
Other supplies (list)			
-			
-			
<u>PROFESSIONAL SERVICES</u> (list)			
-			
-			
<u>OTHER DIRECT COSTS</u> (list)			
-			
-			
<u>ADMINISTRATIVE/INDIRECT COSTS</u>			
TOTAL COST (Year 1)			

Sample Schedule of Grant Applications and Reports

Agency	Grant/Report	Estimated Due Date
CDC	LA Expanded Continuum of Care Collaborative EC3 for MSM of Color – Annual Progress Report	4/11/2019
CDC	Statewide Increasing Hepatitis B & C Infection Detection, Care and treatment for Louisianans – Annual Progress Report and Proposal for Following Year	6/30/2019
Program	STD/HIV Surveillance Annual Report	6/2019
Program	STD/HIV Surveillance Quarterly Report	Quarterly
CDC	STD Prevention and Control for Health Departments (STD PCHD) – Annual Progress Report and Proposal for Following Year	7/30/2019
CDC	National HIV Behavioral Surveillance – Annual Progress Report and Proposal for Following Year	8/31/2019
CDC	Integrated HIV Prevention and Surveillance Program – Annual Progress Report and Proposal for Following Year	09/2019
NASTAD	Jurisdictional Approach to Curing Hepatitis C Among HIV/HCV Coinfected People of Color - Annual Progress Report and Proposal for Following Year	9/17/2019
HRSA	Ryan White Part B MAI Annual Plan	9/30/2019
HRSA	Ryan White Part B and MAI Program Terms Reports (PTR) which includes:	9/30/2019
CDC	Ryan White Part B and MAI Allocation Report	9/2/2019
NASTAD	Ryan White Part B and MAI SF424A Revised Budget and Narrative Justification	9/17/2019
HRSA	Ryan White Part B and MAI Implementation Plan	10/25/2019
NASTAD	RWHAP Consolidated List of Contracts (CLC) and Contract Review Certification	10/29/2019
HRSA	RWHAP continuing application	11/2019
HRSA	RWHAP Interim Federal Financial Report (FFR)	11/12/2019
HRSA	Estimated Unobligated Balance (UOB) report and Carryover application	1/31/2020
HRSA	Ryan White Service Report (RSR)	3/15/2020
HUD	HOPWA Consolidated Annual Performance Evaluation Report (CAPER)	6/30/2020

HRSA	Annual Data Report (ADR)	7/15/2020
HRSA	RW part B Quality Management Plan and biannual update on the benchmark indicators	7/15/2020
HRSA	Final FY18 RWHAP Part B and MAI Annual Progress Report	7/30/2020
HRSA	Final FY18 RWHAP and MAI Part B Expenditure report	7/30/2020
HRSA	Final RWHAP FY18 FFR	7/30/2020

Sample Out-of-State and In-State Staff Travels Per Year

Staff will be required to travel both in-state and out-of-state to carry out the activities described in the deliverables above. Travel expense shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (Current policy can be accessed at <http://www.doa.la.gov/pages/osp/Travel/Index.aspx>)

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
	4 meetings with 2 staff per mtg in Washington, DC
Training and Communications Support	3 meetings with 1 staff in Atlanta, GA
STD/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
Care and Treatment Support	4 meetings with 3 staff in Washington, DC
Program Operations Technical Assistance	2 meetings with 1 staff in Atlanta, GA

Travel costs shall 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.

In-State travel

At the minimum, the proposals shall include in-state travel costs for the following:

Mileage	25,000 miles per year
Per diem	100 days per year
Lodging	50 nights per year
Conference registrations	10 staff attending 2 conferences per year
Other incidentals	

**Sample Required Staffing Level
Based on Current Staffing Resources**

Program	Personnel	FTE	Qualifications**
CBO Management, Technical Assistance, Data Mgmt, and Evaluation of Implemented Prevention Interventions	Regional Prevention Coordinator	1.00	3
	Adolescent Health Coordinator	1.00	2
	PrEP Navigation Coordinator	1.00	3
	TelePrEP Navigator	1.00	3
	HIV Testing Counselors	4.00	3
	HCV Program Monitor	1.00	3
	Community Mobilization Supervisor*	1.00	2
Training and Communications Support	Health Equity Specialist	1.00	3
	Health Promotions Coordinator	1.00	2
	Capacity Building Specialist	2.00	2
	Social Marketing Coordinator	1.00	1
	Community Engagement Specialist	1.00	3
Partner Services	Lead Field Operations Specialist	1.00	2
	Field Operations Specialist	1.00	3
	Disease Intervention Specialists	4.00	3
Core STD/HIV Surveillance/Information Exchange	Field Epidemiologist Supervisor*	1.00	1
	Field Epidemiologists	5.00	2
	Health System Manager*	1.00	1
	Information Systems Developer	4.00	3
	Network Support	2.00	3
	ICCR Coordinator	1.00	3
	Electronic Data Managers	4.00	3
	Lab Surveillance Supervisor*	1.00	2
	Data Analyst Supervisor*	2.00	1
	Data Analyst	3.00	3
	Lead Data Entry	1.00	4
	Data Entry Specialists	8.00	5
Supplemental Surveillance and Emerging Protocols	Perinatal Surveillance Supervisor*	1.00	1
Care and Treatment Support and Linkages	Special Projects Supervisors*	2.00	1
	Health Models Coordinator	1.00	2
	Linkage To Care Coordinators	10.00	2
	Perinatal Case Manager	2.00	2
	ADAP Client Services Specialist Supervisor*	1.00	2
	ADAP Client Serv Specialists	5.00	3
	Corrections Specialist	2.00	3
	Corrections/Jail Linkage Coordinator	1.00	3
	Contract/Invoicing Specialist	1.00	3

Program Operations Technical Assistance	Operations Supply Coordinator	1.00	3
	Administrative Supervisor	1.00	3
	Clerical Support/Receptionist (SHP Central Office)	3.00	4
	Clerical Support/Admin Coord) (Reproductive Health Clinics)	3.00	4
	Human Resources Specialist	0.67	4

* Key Personnel

** Qualifications

1 = Master's degree required, minimum of 3 years' experience in public health setting

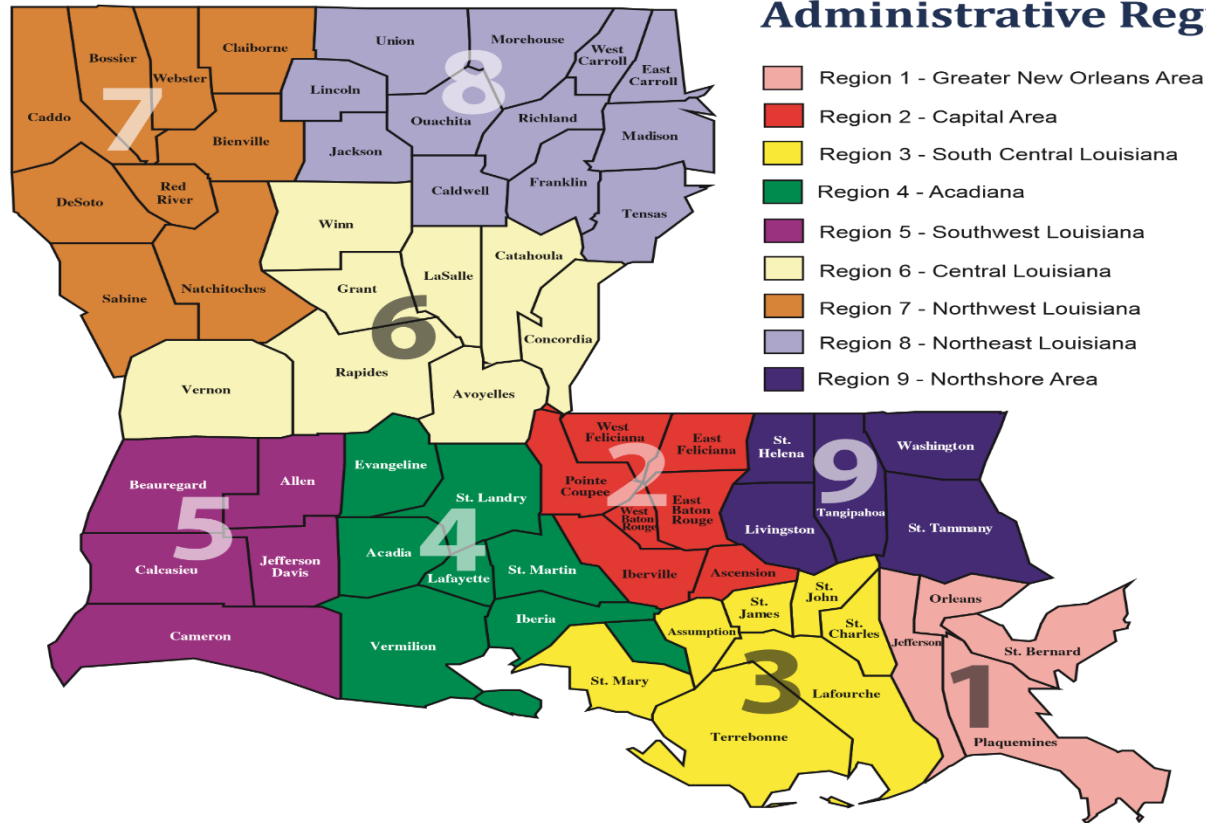
2 = Bachelor's degree required, Master's degree preferred, minimum of 3 years' experience in public health setting

3 = Bachelor's degree required, minimum of 3 years' related experience

4 = High school or equivalent required, Bachelor's degree preferred, minimum of 3 years related experience

5 = High school or equivalent required, minimum of 3 years' related experience

Regional Map



Administrative Regions

- Region 1 - Greater New Orleans Area
- Region 2 - Capital Area
- Region 3 - South Central Louisiana
- Region 4 - Acadiana
- Region 5 - Southwest Louisiana
- Region 6 - Central Louisiana
- Region 7 - Northwest Louisiana
- Region 8 - Northeast Louisiana
- Region 9 - Northshore Area

REGION 1 – Greater New Orleans Area

Benson Tower, 1450 Poydras St.,
10th Floor, New Orleans, LA 70112
Mail to: P.O. Box 1521
New Orleans, LA 70004-1521
PHONE: (504) 599-0606
FAX: 1-866-853-7278

REGION 2 – Capital Area

2521 Wooddale Blvd.
Baton Rouge, LA 70805
Mail to: P.O. Box 91248
Baton Rouge, LA 70821-9248
PHONE: (225) 925-6505
FAX: (225) 925-6525

REGION 3 – South Central Louisiana

1000-C Plantation Road
Thibodaux, LA 70301
PHONE: (985) 449-5163
FAX: (985) 449-5030

REGION 4 – Acadiana

117 Production Drive
Lafayette, LA 70508
Mail to: P.O. Box 81709
Lafayette, LA 70598-1709
PHONE: (337) 262-1231
FAX: (337) 262-1232

REGION 5 – Southwest Louisiana

One Lakeshore Drive, Suite 700
Lake Charles, LA 70629
Mail to: P.O. Box 3250
Lake Charles, LA 70602-3250
PHONE: (337) 491-2439
FAX: (337) 491-2785

REGION 6 – Central Louisiana

3600 Jackson St., Dunbar Plaza, Suite 113
Alexandria, LA 71303
Mail to: P.O. Box 13316
Alexandria, LA 71315-3316
PHONE: (318) 487-5147
FAX: (318) 484-2410

REGION 7 – Northwest Louisiana

3020 Knight St.– Suite 100
Shreveport, LA 71105
PHONE: (318) 862-9875
FAX: (318) 862-9701
TTD: (318) 862-9714 or
1-888-838-2351

REGION 8 – Northeast Louisiana

122 St. John St.
State Office Building, Room 110
Monroe, LA 71201-7384
PHONE: (318) 362-3066
FAX: (318) 362-3065

REGION 9 – Northshore Area

121 Robin Hood Drive
Hammond, LA 70403
PHONE: (985) 543-4216
FAX: (985) 543-4221

Electronic Vendor Payment Solution:

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

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

For all statewide and agency term contracts:

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

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

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

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	_____
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Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual