

**[AGENCY NAME]**  
**ROUTINE HIV, HCV, AND SYPHILIS TESTING AND TREATMENT IN  
HEALTHCARE SETTINGS CONTRACT**  
**[July 1, 2026 – June 30, 2029]**

1. Purpose of Funds

In order to identify undiagnosed people living with and reduce the incidence of new HIV, HCV, and syphilis in high prevalence communities across the state, and to expand access to medical services for Medicaid participants and uninsured patients, the Louisiana Department of Health (LDH), Office of Public Health (OPH), STI/HIV/Hepatitis Program (SHHP) enters this contractual agreement with **[AGENCY NAME]**, hereinafter referred to as the “Contractor”.

LDH OPH SHHP receives direct grants from the National Centers for Disease Control and Prevention (CDC), which are funded under Section 318 of the Public Health Services Act, including the following:

CDC STD Grant:

- Grant Title: *Strengthening STD Prevention and Control for Health Departments*
- Notice of Funding Opportunity (NOFO): CDC-RFA-PS19-1901
- Grant (Award) Number: NH25PS005176
- Project Period: 1/1/2019 to 2/28/2027

CDC HIV Grant:

- Grant Title: *High-Impact HIV Prevention and Surveillance Programs for Louisiana*
- Notice of Funding Opportunity (NOFO): CDC-RFA-PS24-0047
- Grant (Award) Number: NU62PS924822
- Project Period: 8/1/2024 to 5/31/2029

The Contractor will provide services consistent with the purpose of these Section 318 grants as described in this contract, and will receive contributions paid for by Section 318 funds in the form of fee-for-service reimbursement for patients screened for HIV, HCV, and syphilis. This contract may facilitate the Contractor’s participation in the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs (OPA) 340B Pharmaceutical Discount Program (340B Program).

2. Goals & Objectives

- Increase HIV, HCV, and syphilis education, screening, and treatment services by integrating routine opt-out testing into existing medical services and ensuring timely treatment and or linkage to care for patients diagnosed with HIV, HCV, or syphilis.
- Expand access to primary and specialty medical services for Louisiana Medicaid participants and uninsured residents.
- Increase investment in STI and HIV prevention and treatment in Louisiana through savings and revenue generated from the 340B program.
- Maintain compliance with all applicable federal and state laws and program deliverables and reporting requirements, including 340B regulations and policies, to safeguard program integrity and accountability.

3. Deliverables

Contractor and LDH shall provide and/or perform the following services in accordance with the terms and conditions contained in this agreement:

a. LDH Medicaid shall perform the following:

- i. Verify Contractor’s enrollment with Medicaid MCOs.
- ii. Review Contractor’s patients’ Medicaid claims data to monitor the access to primary and/or specialty medical services goals for Medicaid recipients established by the Contract.

- b. LDH OPH SHHP shall perform the following:
- i. Provide HIV, HCV, and syphilis rapid testing and Prevention Counseling training for Contractor staff as needed/requested.
  - ii. Provide tools, training, and technical assistance on the required data reporting elements and due dates.
  - iii. Establish a secure electronic data transmission process with Contractor to facilitate electronic data reporting. Alternately, provide paper forms for manual data entry and reporting if electronic reporting is not possible.
  - iv. Provide the SHHP 340B Partner Manual (henceforth Partner Manual), which provides additional details on the performance and compliance requirements, and provide related training and technical assistance to the Contractor (**go to <https://louisianahealthhub.org/340b-partners> for the current version of the 340B Partner Manual**).
  - v. Remit payment to the Contractor each month for the number of patients receiving the HIV, HCV, and Syphilis screening panel according to the fee schedule and budget of this Contract.
  - vi. Monitor Contractor's HIV, HCV, and syphilis testing, treatment, and linkage to care data to ensure alignment with applicable SHHP policies and the supporting federal grant(s).
  - vii. Provide qualifying grant information and certify Contractor's eligibility to participate in the 340B Program at the onset of this agreement and during the annual recertification periods that fall within the dates of this contract.
  - viii. Monitor Contractor's participation in the 340B program, including but not limited to a semiannual review of Contractor's pharmaceutical purchases and use of program income/revenue generated from participating in the 340B Program.
- c. The Contractor shall perform or provide the following:
- i. Maintain enrollment as an in-network provider with all managed care organizations providing Louisiana Medicaid coverage to patients.
  - ii. Offer routine opt-out HIV, HCV, and syphilis screening to patients at Contractor's specified site(s), ensuring at least 70% of patients receive the screening panel every six months. This contract covers Contractor services provided at the following site(s):
    - **[List the name and address of each affiliated site that will be covered by this contract here]**
  - iii. Maintain a combined STI diagnosis rate of at least 2%. This requirement is measured by the total number of patients with a diagnosis of syphilis, HIV, and HCV divided by the number of patients receiving the panel of tests every six months.
  - iv. Expand STI screening, treatment, and other medical services to uninsured patients and additional Louisiana Medicaid participants, ensuring a combined total of at least 45% of patients served annually are Medicaid participants or uninsured.
  - v. Accept walk-in patients who may only request HIV, HCV, and/or syphilis testing.
  - vi. Ensure 100% of patients with reactive/positive HIV, HCV, and syphilis screening tests are provided confirmatory testing and receive their test results.
  - vii. Ensure at least 90% of people diagnosed with HIV are linked to or directly provided HIV treatment within 7 days of their diagnosis.
  - viii. Ensure at least 90% of patients diagnosed with HCV are linked to or directly provided HCV treatment within 7 days of their diagnosis.

- ix. Provide same-day treatment for at least 90% of patients diagnosed with syphilis. When same-day treatment is not possible, ensure the patient is provided treatment for syphilis within 7 days of their diagnosis.
- x. Develop and maintain an internal process for tracking testing specimens and ensuring the accuracy of results.
- xi. Ensure that patients, including walk-in patients, are not billed out-of-pocket fees for HIV, HCV, and syphilis testing supported by this contract.
- xii. Comply with SHHP guidelines outlined in the state's *Quality Assurance (QA) Protocols for Rapid HIV, Hepatitis C, and Syphilis Testing in Healthcare Settings*, and the *Partner Manual* (go to <https://louisianahealthhub.org/340b-partners> for current versions of the Quality Assurance Protocol and the 340B Partner Manual).
- xiii. Allow SHHP to monitor and observe testing sessions for monitoring and quality assurance purposes, as requested.
- xiv. Provide private, confidential setting(s) for patients to receive their test results.
- xv. Provide STI prevention (transmission risk reduction) counseling to all patients whose test results for HIV, HCV, or Syphilis are reactive/positive.
- xvi. Cooperate with the OPH Disease Intervention Specialist (DIS) and SHHP linkage to care (LTC) and linkage to cure (LCC) staff to ensure that patients with positive HIV, HCV, or Syphilis test results receive timely partner notification, counseling, and referral services.
- xvii. Be knowledgeable of and comply with all HRSA 340B Program policies and regulations. The Contractor shall designate a 340B Compliance Manager who has authority and oversight over all services and 340B-related functions/requirements associated with this Contract. The Contractor's designated 340B Compliance Manager shall have completed the four-hour 340B University Core Curriculum training (at a minimum) provided by the Prime Vendor Program and produce copies of the completion statements upon request. Additional information about the 340B University Training can be found here: <https://www.340bpvp.com/340b-university/online-learning#ondemand>.
- xviii. Be liable and hold the LDH OPH SHHP harmless for any findings of 340B noncompliance by the Contractor.
- xix. Ensure all 340B medications purchased through support of this Contract are used only for qualifying patients. Qualifying patients are those who receive at least one HIV, HCV, and Syphilis test panel supported by this contract in the preceding 6-month period. It is the contractor's responsibility to prevent the diversion of 340B medications to ineligible patients.
- xx. Use all 340B-generated savings and revenue to advance the education, screening, and treatment goals of the qualifying grant(s) that support this Contract and through which the Contractor is eligible to participate in the HRSA 340B program. Specific allowable uses of 340B generated savings and revenue include, but are not limited to:
  - Supporting interventions to eliminate congenital syphilis.
  - Conducting routine screening to identify persons with STIs (including HIV and HCV) and ensure diagnosed patients and their partners are provided timely care and treatment (including rapid HIV antiretroviral initiation).
  - Providing expedited partner therapy to treat and post-exposure prophylaxis (commonly referred to as DoxyPEP) to prevent STIs.
  - Providing HIV pre-exposure and post-exposure prophylaxis (PrEP and PEP).
  - Providing STI-related evidence-based education/counseling to patients.
  - Disseminating STI-related evidence-based educational messages and materials to patients and larger service areas/communities.

- Expand access to primary and specialty medical services, which shall include STI-related screening and treatment services, for Louisiana Medicaid participants and uninsured residents.
- xxi. Report to HRSA and the LDH OPH SHHP how the Contractor will bill Medicaid fee-for-service drugs on the Medicaid Exclusion File, as mandated by 42 USC 256b(a)(5)(A)(i), to ensure compliance with the Duplicate Discount Prohibition requirements.
- xxii. Allow on-site or remote auditing and program monitoring visits by LDH OPH SHHP, HRSA, and pharmaceutical companies (when required and approved by HRSA) to ensure compliance with all applicable policies and regulations.
- xxiii. Notify LDH OPH SHHP of any change in organizational policy relating to the distribution, storage, and dispensing of 340B medications, change in registration information, non-compliance, or discontinuation of participation in the program as soon as possible.
- xxiv. Maintain detailed medical records for each patient receiving services supported by this contract, as well as purchasing, dispensing, billing, and revenue records for each medication purchased through the 340B Program. LDH OPH SHHP may request and audit Contractor’s records for onsite or remote monitoring at any time to ensure compliance. Records include, but are not limited to, billing records, medication tracking logs, and related patient records.
- xxv. Protect the security and confidentiality of all patient information.
- xxvi. Submit all testing and linkage to care data monthly, at a minimum, for electronic transfers, and within 24 hours for positive HIV test results.  
For Contractors using paper forms, complete an *STI/HIV Test Form-Part 1* for each HIV, HCV, and Syphilis test conducted and a *LinCT Form* for each positive confirmatory test. All paper forms will be mailed/submitted to SHHP at least weekly and within one business day for positive test results.
- xxvii. Provide a quarterly report listing each patient for which 340B medications were purchased including but not limited to the following elements: the name and date of birth of each patient; the name, NDC, invoice number and invoice date of each medication purchased through the 340B Program for each patient; and the amount of program income generated from each 340B purchased medication for each patient (go to <https://louisianahealthhub.org/340b-partners> for the current version of the 340B Detailed Reporting Template);
- xxviii. Provide a quarterly accounting report detailing how all 340B-related savings and revenues were spent or planned to be spent by the Contractor during the reporting period specified by LDH OPH SHHP. SHHP may request additional supporting documentation related to this report at any time.

4. Performance Requirements

The Contractor agrees to provide the deliverables outlined in this Contract and to adhere to the Partner Manual in carrying them out.

4.1 Performance Indicators

Indicator:	Quarterly Objectives:
Unique Patients Served	
Medicaid and Uninsured Patients Served (at least 45% of total)	
Patients Receiving HIV, HCV, and Syphilis Screening Panel (at least 70% of total)	
Patients Diagnosed with HIV	
Patients Initiating HIV Treatment Within 7 days of Diagnosis (at least 90% of those diagnosed)	

Patients Diagnosed with HCV	
Patients Initiating HCV Treatment Within 7 days of Diagnosis (at least 90% of those diagnosed)	
Patients Diagnosed with Syphilis	
Patients Treated for Syphilis Within 7 days of Diagnosis. (at least 90% of those diagnosed)	
Cumulative Total of Patients Diagnosed with HIV, HCV, and/or Syphilis (at least 2% of patients screened)	
340B Medications Purchased for each Patient (100% match to patients screened)	1 Report
340B Generated Revenues and Expenditures	1 Report

4.2 Performance Measurement/ Monitoring Plan

The LDH OPH SHHP designated Monitor for this contract will be (**insert name of SHHP monitor here**).

On a quarterly basis, the designated SHHP contract monitor reviews the performance indicators described in this contract, as reported by the Contractor, to ensure compliance/alignment with applicable federal grants and the 340B program, and to verify that contract deliverables are being met.

Subpar performance will result in immediate communication with the Contractor to resolve the issue, which may include placing the Contractor on a Corrective Technical Assistance Plan (CTAP). Failure to meet the improvements outlined within the CTAPs within the designated timeframe may lead to early contract termination.

5. Termination for Cause

SHHP may terminate this contract before its expiration if the Contractor fails to meet some or all of the aforementioned deliverables or if there are changes in SHHP’s funding levels, requirements, or priorities. Intent to withdraw from this agreement by either party should be communicated in writing by the appropriate authority signing this agreement or their designee, and shall be effective on the 61st day following receipt of written notice of the intent to terminate for cause.

6. Termination for Convenience

Notwithstanding the foregoing, or anything to the contrary contained in this Agreement, SHHP reserves the right to terminate this agreement for convenience, at any time during the term of this Agreement. Said termination shall be effective on the 31<sup>st</sup> day following the date of receipt of written notice of the intent to terminate.

7. Payment Terms

Payment for this contract is made on a fee-for-service basis, in which SHHP pays the Contractor \$1.00 per patient receiving the HIV, HCV, and syphilis screening panel, not to exceed the negotiated budget for this contract (**see Budget section**). The Contractor must submit the required monthly screening data and a monthly invoice that includes the number of patients receiving the screening panel for that month. SHHP evaluates the invoices and corresponding data submissions to monitor performance and appropriate spending. The Contractor’s fiscal officer or designee is required to sign off on all invoicing documents sent to SHHP as verification that the required data and invoice documentation have been reviewed for accuracy and submitted timely.

8. Liquidated Damages:

- a. The parties agree that the State may assess liquidated damages against the Contractor as set forth herein below, provided that the State has given the Contractor written notice thereof and an opportunity to cure in accordance with the terms as set forth below.

- b. Failure to meet performance standards, except to the extent Contractor’s failure to meet the deliverables of this Contract is caused by or results from (i) any act or omission of any entity other than Contractor or its subcontractors; (ii) an event of force majeure; or (iii) other factors beyond the Contractor’s reasonable control, the State may assess liquidated damages to the Contractor in an amount not to exceed \$500 per occurrence of the Contractor not meeting the required standards per day, up to the 5th occurrence in any month. After the fifth occurrence in any month, and up to the 10th occurrence in any month, the Contractor’s liquidated damages for that month shall not exceed \$1,000 per occurrence per day for such additional occurrences. After the 10th occurrence in any month, the Contractor’s liquidated damages for that month shall not exceed \$5,000 per occurrence per day for such additional occurrences.

Requirement	Liquidated Damages
The Contractor shall submit all required data reporting described in the deliverables within the timeframes provided in this Contract.	A \$100.00 per business day charge to the Contractor may be imposed for each day beyond the 30th calendar day that a required data submission is late.

- c. The Contractor shall ensure that there are no Federal, State, or Departmental audit findings in which the Contractor has been found to fail to comply with Federal, State, or Departmental legal requirements, policies, or procedures. The State may assess liquidated damages to the Contractor in an amount not to exceed \$50,000.00 per audit.
- d. The State, at its option, may collect any assessed liquidated damages from the Contractor by deducting them from its monthly invoice payments or quarterly retainage payments to the Contractor.

*Survival of Obligation*

The Contractor’s liability for actual or liquidated damages shall survive the termination of this Contract.

9. Notice

For the purposes of this agreement, the Parties agree that all notices under this agreement shall be in writing and sent to the other Party by U.S. Certified Mail, postage prepaid, return receipt requested, or via nationally recognized overnight carrier with tracking capabilities. Additionally, for the purposes of this agreement, notice sent by U.S. Certified Mail shall be considered delivered to the other Party upon the 8<sup>th</sup> day following deposit with the U.S. Mail. Parties acknowledge and agree that the addresses for notice shall be as follows:

If to LDH OPH SHHP:

Louisiana Department of Health, Office of Public Health  
 STI/HIV/Hepatitis Program  
 1450 Poydras Street, Suite 2136  
 New Orleans, LA 70112  
 Attn: Samuel Burgess, Director

If to Contractor:

Name:  
 Address:  
 City, State, and Zip:  
 Attn: \_\_\_\_\_