AFFILIATION AGREEMENT
BETWEEN:

LOUISIANA CAREWARE ACCESS NETWORK PARTNERS

AND

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
OFFICE OF PUBLIC HEALTH
STD/HIV PROGRAM

The Louisiana CAREWare Access Network (“LaCAN”) is a collaborative effort between four Ryan White grantees in Louisiana to improve the information technology capacity to collect and report client-level data to the HIV/AIDS Bureau, Health Resources and Services Administration (HRSA), HHS. This Affiliation Agreement between the “LaCAN Partners” includes

• City of New Orleans Office of Health Policy and AIDS Funding,
• City of Baton Rouge Division of Human Development and Services,
• NO/AIDS Task Force, and
• Louisiana Department of Health and Hospitals, Office of Public Health, HIV/STD Program (“DHH-OPH STD/HIV Program”)

And represents that:

WHEREAS, LaCAN Partners are subject to the provisions of Public Law 111-87 (Ryan White HIV/AIDS Treatment Extension Act of 2009), which is Federal legislation that addresses the unmet health needs of persons living with HIV disease by funding primary healthcare and support services that enhance access to and retention in care;

WHEREAS, the mission of the DHH-OPH STD/HIV Program is to educate citizens regarding disease prevention, monitor disease trends and to offer and facilitate access to care through referral and support for medical care and social services; and

WHEREAS, the mission of DHH-OPH STD/HIV Program is to work in coordination with the health care delivery system to assist persons with access to medical treatment for the targeted diseases; and

WHEREAS, LaCAN Partners and DHH-OPH STD/HIV Program desire to enter into a collaborative relationship to maintain and improve a central data repository (CAREWare) of Ryan White-funded services; and

WHEREAS, LaCAN Partners and DHH-OPH STD/HIV Program desire to participate in the exchange of health information for the purpose of improving services to persons living with HIV, enhancing performance measurement, and increasing the quality of data; and
NOW, THEREFORE, in consideration of the mutual health benefits to the citizens of Louisiana from participation of the parties in LaCAN, the parties enter into this Affiliation Agreement with the terms and conditions herein listed:

I.

LaCAN Partners and DHH-OPH STD/HIV Program ("the Parties") shall facilitate the electronic submission of client-level HIV services data into the shared LaCAN system.

II.

The Parties shall collaborate to maintain and improve a shared system of protected health information and service utilization while observing laws and standards on privacy and confidentiality, with the goal being to improve population-based and individual-based health outcomes.

III.

The Parties shall develop and maintain formal policies and procedures to govern the exchange of protected health information.

IV.

The Parties shall collaborate to identify areas and methods of improvement necessary for the shared LaCAN system, including but not limited to duplicate client records, quality of data required for Federal and State reporting, and data management standards.

V.

The Parties shall collaborate on the evaluation of the data quality of the health information exchange.

VI.

The Parties shall comply with all applicable federal and state laws and regulations and applicable standards, regarding, but not limited to, communication of reportable diseases, disclosure of health status, and delivery of health and medical services.

VII.

The Parties agree to adhere to the requirements for the protection of individually identifiable health information found in the Standards for Electronic Transactions, the Security Standards, and the Standards for Privacy of Individually Identifiable Health Information issued by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health (HITECH) Act. HIPAA regulations are published at 45 CFR Parts 160, 162, and 164. The Parties agree to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as
amended; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; Sec. 503 of the Rehabilitation Act of 1973; Sec. 202 of Executive Order 11246, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services. The Parties agree that they will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran or veteran status, or any other non-merit factor.

VIII.

The Parties shall submit to the jurisdiction of the courts of the State of Louisiana.

IX.

The Parties agree to retain all books, records and other documents relevant to the agreement and funds expended there under for at least four (4) years or as described in 45 CFR 74.21(b) whichever is longest.

X.

This agreement shall commence on April 1, 2011, for a term of one year. The agreement shall be reviewed annually before the anniversary date and continuation for additional one-year terms shall be by written agreement.

XI.

The parties may terminate this agreement by giving 120 days written notice to the parties.

XII.

Any notice, demand, or communication required, permitted or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, addressed as follows:

Director
City of New Orleans
Office of Health Policy for AIDS Network Funding
1300 Perdido Street, Suite 8E18
New Orleans, LA 70112

Assistant Director
City of Baton Rouge
Division of Human Development & Services
4523 Plank Road
Baton Rouge, LA 70805

Administrative Director
Louisiana Department of Health & Hospitals
Office of Public Health STD/HIV Program
1450 Poydras Street, Suite 2136
New Orleans, LA 70112

Chief Executive Director
NO/AIDS Task Force
2601 Tulane Avenue, Suite 500
New Orleans, LA 70119
or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

XIV.

Any party to this agreement may recommend revisions as the need arises. Revisions become effective upon written approval of all parties.

XV.

By signing this document, each party certifies that neither this business entity nor any of its employees is currently listed as excluded or sanctioned by the Department of Health and Human Services, Office of Inspector General (OIG) or the General Services Administration. Each party understands that if at any time during the term of this agreement, this entity or any of its employees appears on either listing, they will notify the other parties and their participation in this agreement will be terminated.

This agreement contains or has attached hereto all of the terms and conditions agreed upon by the contracting parties, in witness thereof, this agreement is signed and entered into on the date indicated above.


[ ] Date
Administrative Director
Louisiana Department of Health & Hospitals
Office of Public Health STD/HIV Program

[ ] Date
Director
City of New Orleans
Office of Health Policy for AIDS Network Funding

[ ] Date
Assistant Director
City of Baton Rouge
Division of Human Development & Services

[ ] Date
Chief Executive Director
NO/AIDS Task Force