

REQUEST FOR PROPOSALS



ACCESS SERVICES FOR LONG TERM SUPPORTS AND SERVICES

DEPARTMENT OF HEALTH

OFFICE OF AGING AND ADULT SERVICES

BUREAU OF HEALTH SERVICES FINANCING

RFP # 3000012190

Proposal Due Date/Time: December 13, 2021 2:00 PM CT

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DEFINITIONS

Abandoned Call - An inbound call received during Business Hours that is not answered by a live person before the caller hangs up. It does not include an inbound call that hangs up prior to the end of the Automatic Call Distributor phone greeting message.

Abandonment Rate - The percentage of inbound phone calls that are abandoned by the caller before speaking to a live person. It is calculated as Abandoned Calls divided by total inbound calls (in percent).

Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, corporation, or other organizational unit of the executive branch of State government authorized to participate in any contract resulting from this solicitation.

Appeal – A request for a review of an adverse decision relative to Long Term Supports and Services.

Assessment and Care Planning Training -- Training provided by the Office of Aging and Adult Services (OAAS) at least once a month, including, but not limited to a four (4) day classroom training and follow up competency-based evaluation.

Best and Final Offer (BAFO) - A negotiation conducted with one or more Proposers determined by the evaluation team to be reasonably susceptible of being selected for award. 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.

Blackout Period - 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 involved in any step in the procurement process about the affected procurement.

Bureau of Health Services Financing (BHSF) -- The organizational unit within the Louisiana Department of Health, Office of Management & Finance that is responsible for operating the Medicaid program including eligibility, program operations, financial management, and policy implementation and support.

Business Continuity Plan (BCP) - A plan focused on maintaining and restoring the operational function of the organization in the event of a disaster, emergency, or other unexpected event and includes items related to IT, employee notification processes, staffing, and the procurement of supplies needed to conduct operations in the emergency mode environment.

Business Day - Monday, Tuesday, Wednesday, Thursday, and Friday, excluding State designated holidays. A listing of State designated holidays can be found at <https://doa.louisiana.gov/state-employees/state-holiday-schedule/>.

Business Hours - 8:00 a.m. to 5:00 p.m. Central Time (CT) on Business Days.

Calendar Day - All seven (7) days of the week. Unless otherwise specified, the term “days” in the RFP refers to Calendar Days.

Can/May/Should - Denotes an allowable activity, but not a mandatory requirement.

Case Management – See also “Support Coordination”.

Centers for Medicare and Medicaid Services (CMS) - The organizational entity within the United States Department of Health and Human Services that provides administration and funding for the Medicaid program.

Certification Period – The period during which the Participant is eligible for services, based upon the most recent assessment, change of status recertification or annual routine recertification determination.

- For LTPCS State Plan Participants, the Prior Authorization is issued between day three hundred sixty-five (365) and day five hundred forty-five (545). A routine recertification should be completed between the two hundred sixtieth (260th) through the five hundred forty-fifth (545th) day of the Certification Period to be considered a timely annual reassessment. OAAS will have the option to extend the timely completion date for LTPCS Participants to the five hundred forty-fifth (545th) day of the Certification Period.

Client/Clinical Assessment Protocols (CCAP) – Focuses on a person's function and quality of life, assessing the person's needs, strengths and preferences. They are utilized by OAAS trained and certified assessors in the care planning process, and facilitate referrals when appropriate. When used on multiple occasions (e.g., upon reassessment), the CCAP provide the basis for an outcome-based assessment of the person's response to care services.

Contract Start Date – The effective date of the contract, as set forth in the LDH Standard Contract Form (Attachment II).

Contractor - Any person having a contract with a governmental body; the selected Proposer.

Corrective Action Plan (CAP) - A plan developed by the Contractor that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency. The CAP outlines all steps/actions and timeframe necessary to address and resolve the deficiency.

Data Management Contractor – The Contractor responsible for managing the Request for Services Registry and issuing the Prior Authorizations (PA).

Department – The Louisiana Department of Health.

Disaster Recovery Plan - A plan designed to recover systems, networks, workstations, applications, etc. in the event of a disaster, emergency, or other unexpected event.

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.

Electronic Visit Verification (EVV) system - A system that electronically verifies service visits by capturing the type of service delivered, individual receiving the service, date and location of service delivery, individual providing the service, and the time the service begins and ends.

Face-to-Face Assessment Visit - An interview with the requestor conducted in the requestor's home during which the interRAI HC assessment and other tasks are completed.

Fee-for-Service (FFS) - A method of provider reimbursement based on payments for specific services rendered.

Fiscal Intermediary (FI) - The Contractor responsible for Medicaid Management Information System development and support, claims and encounter processing, pharmacy support services, provider support services, financial and accounting systems, prior authorization and utilization management, fraud and abuse systems, and decision support.

Full-Time Equivalent (FTE) – The equivalent of one (1) individual full-time employee who works forty (40) hours per week.

Functional Eligibility Determination - The process by which an individual may be determined functionally eligible for LTSS services.

Go-Live Date –The Go-Live Date begins Phase Two of the Transition Period.

Good Faith Effort – Two (2) documented attempts on two (2) separate days.

Grievance Process – The procedure for addressing Participants' complaints relative to a provider's delivery of home and community based services.

HCBS Recertification – The annual redetermination of whether a Participant meets the medical/functional and program requirements for eligibility.

Home and Community Based Services (HCBS) - Services included under Sections 1915(c) and 1915(i) of the Social Security Act. HCBS services also include the State Plan LTPCS services.

Human Services Field - Social work, psychology, counseling, recreational therapy, occupational therapy, physical therapy, nursing, and sociology. Any other degree to be considered as a Human Services Field must be approved by OAAS.

Information Systems (IS) - A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange or transmission of information, *i.e.*, structured data (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.

Initial Targeting Criteria (ITC) – A set of criteria used to determine whether an applicant faces a substantial possibility of deterioration in mental or physical functioning if community-based services or nursing facility services are not provided within one hundred twenty (120) Calendar Days.

Insolvency - A financial condition that exists when an entity is unable to pay its debts as they become due in the usual course of business, or when the liabilities of the entity exceed its assets.

interRAI Home Care (HC) Assessment– An assessment tool used to determine eligibility for Home and Community Based long term supports and services programs. The interRAI HC assessment is also used in gathering information to be used in the determination of the Participant's resource allocation of service hours and for the development of a care plan. The interRAI HC assessment is used by OAAS.

Level of Care Eligibility Tool (LOCET) - A research-based tool that utilizes uniform criteria designed to determine whether the applicant has met the requirements of level of care screening for long term supports and services.

Liquidated Damages – Monetary sanctions that may be assessed whenever a Contractor and/or its Subcontractors fail to achieve certain performance standards and other items defined in the terms and conditions of the contract.

Long Term Personal Care Services (LTPCS) – A Medicaid state plan service to assist eligible individuals with activities of daily living, which may include instrumental activities of daily living, if such services are necessary.

Louisiana Department of Health (LDH) – The Agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens in the State of Louisiana.

Major Subcontract – Any contract, subcontract, or agreement pursuant to which the Contractor either:

- Delegates responsibility for all, or part, of any of the Contractor's activities or obligations under any contract resulting from this RFP; or
- Will, or is reasonably expected to, pay more than one hundred thousand dollars (\$100,000) per year.

Major Subcontractor – Any entity with a major subcontract with the Contractor. Major subcontractors may include, without limitations, affiliates, subsidiaries, and unaffiliated parties.

Medicaid Eligibility Office - LDH offices located within select parishes of the State and centralized State Office operations that are responsible for initial and ongoing Medicaid financial eligibility determinations.

Medicaid Management Information System (MMIS) – The mainframe system where eligibility, authorization status, and claims data are located.

Medical Deterioration Review – The review of a physician's statement regarding likelihood of mental or physical decline for certain LTPCS requestors.

Must – Denotes a mandatory requirement.

Nursing Facility Level of Care – The functional eligibility criteria used to determine eligibility for nursing facility and/or home and community based services.

Nursing Facility Service – Twenty-four (24) hour care for rehabilitative, restorative and ongoing skilled nursing care. These services are provided in an institution (or a distinct part of an institution) which is primarily engaged in providing these and related services for residents who require medical or nursing care, or rehabilitation services and meets the requirements for a SNF described in subsections (b), (c), and (d) of Sections 1819 and 1919 of the Social Security Act.

OAAS Participant Tracking System (OPTS) – A web-based information system used to capture and track Participant demographic and contact information, perform and track the Participant's initial and subsequent LOCET screening. This program is continuing to develop in its robustness and capacity to house more information.

Participant - A Medicaid recipient who is receiving LTPCS services.

Performance Indicators – Specific operationally defined performance indicators utilizing data to track performance to identify opportunities for improvement.

Person-Centered Planning - A process for developing a Plan of Care that is directed by the Participant and/or his or her representative and which identifies the Participant's preferences and requirements. In a person-centered system, the Participant has maximum choice and control over the supports he or she receives. Those requiring support, along with family members or representatives, guide the planning process to ensure that the Participant's preferences are central to the Plan of Care. This approach actively engages a Participant's family and encourages use of community networks to develop a flexible and cost-effective plan. Within a person-centered system, Participants and service providers work in full partnership to guarantee that the person's values, experiences and preferences are central to planning and the delivery of services.

Plan of Care (POC) - A person-centered tool developed through a comprehensive assessment to identify long term services and supports needed by the Participant. The POC shall employ a variety of information sources including information obtained in interviews with the Participant, family, and caregivers. The POC shall address the Participant's goals, assessed needs and include strategies to mitigate risks identified through the comprehensive assessment.

Prior Authorization - The issuance of approval to provide services by the Data Management Contractor.

Program of All-Inclusive Care for the Elderly (PACE) - A program which coordinates and provides needed preventive, primary health, acute and long term supports and services for older adults so they can continue living in the community. This program provides services across all care settings on a twenty-four (24) hour basis each day of the year.

Proposer - A firm or individual who responds to this RFP.

Protected Health Information (PHI) – Individually identifiable health information that is maintained or transmitted in any form or medium and for which conditions for disclosure are defined in the HIPAA Privacy and Security Rules.

Provider Subcontract – An agreement between a Contractor and a provider of services or person who agrees to perform any administrative function or service for the Contractor specifically related to fulfilling the Contractor's obligations under the terms of this RFP.

Quality Management (QM) – The ongoing process of assuring that the deliverables are met in a correct and timely manner.

Readiness Review – Refers to LDH's assessment of the Contractor's ability to fulfill the RFP requirements. Such review may include but not be limited to review of proper licensure; operational protocols; review of the Contractor's standards; and review of systems. The review may be done as a desk review, on-site review, or combination and may include interviews with pertinent personnel so that LDH can make an informed assessment of the Contractor's ability and readiness to render services.

Reassessments for Participant Change of Status - Reassessments which are conducted upon any reported change in condition which may affect the Participant's continued eligibility for HCBS services. They may or may not require a face-to-face assessment visit with the Participant.

Recipient – An individual who has been determined eligible and is currently receiving Medicaid.

Redacted Proposal – The removal of confidential and/or proprietary information from one (1) copy of the proposal for public records purposes.

Registered Nurse (RN) – Person licensed as a Registered Nurse by the Louisiana State Board of Nursing.

Representative - Any person who possesses legal authority to obligate or act on behalf of another. Also known as the authorized representative.

Request for Services Registry (RFSR) – The registry of requestors for waiver services offered by OAAS. The RFSR is maintained by the Data Management Contractor.

Resource Allocation System – As used in this RFP, resource allocation system refers to the OAAS evidence-based methodology for establishing maximum levels of CCW and LTPCS services based upon assessment results. This resource allocation system is referred to as SHARe (Service Hour Allocation of Resources).

Responsible Party – An individual, often the head of household, who is authorized to make decisions and act on behalf of the Recipient. This is the same individual that completes and signs the Medicaid application on behalf of a covered individual, agreeing to the rights and responsibilities associated with Medicaid coverage.

Request for Proposals (RFP) – The process by which LDH invites proposals from interested parties for the procurement of specified services.

Routine Annual Reassessments - Reassessments which are conducted during a face-to-face assessment visit on a routine, annual basis to determine the Participant's continued eligibility for HCBS services.

Shall - Denotes a mandatory requirement.

Should - Denotes a preference but not a mandatory requirement.

Solvency -The minimum standard of financial health for a Contractor where assets exceed liabilities and timely payment requirements can be met.

State - The state of Louisiana.

State Plan – The agreement between the State and CMS that describes how the Medicaid program is administered and sets out groups of individuals to be covered, services to be provided, methodologies for providers to be reimbursed, and the administrative activities that are underway in the State.

Subcontractor – A person or entity that contracts with a Contractor for the performance of a part of the principal contract for professional, personal, consulting, or social services, or combination of such services.

Support Coordination – A system (also known as Case Management) which assures that appropriate social services, and long term supports and services are provided to Participants in community based waiver programs.

System Unavailability – Measured within the information system's span of control. A system is considered not available when a system user does not get the complete, correct full-screen response to an input command within three (3) minutes after depressing the "enter" or other function key.

The OAAS identified assessment system – A proprietary software system currently used by OAAS to house interRAI HC assessment data and Plans of Care for Participants.

Timely – Existing or taking place within the designated period; within the time required by statute or rules and regulations, contract, or policy requirements.

TTY/TDD – Telephone Typewriter and Telecommunications Device for the Deaf, which allows for interpreter capability for deaf callers.

Turnover Phase – Includes all activities the Contractor is required to perform in conjunction with the end of the contract.

Turnover Plan - The written plan developed by the Contractor, approved by LDH, to be employed during the Turnover Phase.

Will - Denotes a mandatory requirement.

Willful – Refers to conscious or intentional but not necessarily malicious act.

Worker Back-up Plan – A plan that provides for continuation of a Participant's services in the event of a direct support worker's unplanned absence.

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ACRONYMS

ACD – Automated Call Distribution
ADHC – Adult Day Health Care
ADL – Activities of Daily Living
BHSF – Bureau of Health Services Financing
CCW – Community Choices Waiver
CFR – Code of Federal Regulations
CMS – Centers for Medicare and Medicaid Services
DOA - Division of Administration
EPSDT – Early and Periodic Screening, Diagnostic and Treatment
EVV – Electronic Visit Verification
FFP – Federal Financial Participation
FFS - Fee-for-service
FTP – File Transfer Protocol
HCBS – Home and Community Based Services
HIPAA – Health Insurance Portability and Accountability Act
HITECH – Health Information Technology for Economic and Clinical Health Act
IADL – Instrumental Activity of Daily Living
ITC – Initial Targeting Criteria
LDH – Louisiana Department of Health
LOCET – Level of Care Eligibility Tool
LTPCS – Long Term Personal Care Services
LTSS – Long Term Supports and Services
MEDS – Medicaid Eligibility System
MIHC – Monitored In-Home Care
MMIS – Medicaid Management Information System
MSW – Master of Social Work
NVRA – National Voter Registration Act
OAAS – Office of Aging and Adult Services
ODBC – Open Database Connectivity
OLE – Object Linking and Embedding
OPTS – OAAS Participant Tracking System
OSP – Office of State Procurement

PACE – Program of All-Inclusive Care for the Elderly
PAS – Personal Assistance Services
PASRR – Pre-Admission Screening and Resident Review
PCA – Personal Care Assistant
PCS – Personal Care Services
PHI – Protected Health Information
POC – Plan of Care
QA --Quality Assurance
QI -- Quality Improvement
RFP – Request for Proposals
RFSR – Request for Services Registry
RN – Registered Nurse
SCMS – Statement of Change in Medical Status
SHARe – Service Hour Allocation of Resources
SFTP – Secure File Transfer Protocol
SPOE – Single Point of Entry
SQL – Structured Query Language
SSA – Social Security Act
TTY/TDD – Telephone Typewriter and Telecommunications Device for the Deaf
VPN – Virtual Private Network
XML – Extensible Markup Language

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1.0 GENERAL INFORMATION

1.1. Background

1.1.1. OAAS administers Medicaid home and community-based long-term care services through various waiver and State Plan programs for individuals who are elderly or have disabilities, including the following four (4) long-term supports and services (LTSS) programs, which are central to this Request for Proposals (RFP): Community Choices Waiver (CCW), Adult Day Health Care (ADHC) Waiver, the Program for All-Inclusive Care for the Elderly (PACE), and the Long-Term Personal Care Services (LTPCS) program.

1.1.2. Additionally, OAAS administers/operates the following programs and functions:

- Nursing Facility Admissions
- Permanent Supportive Housing (PSH)
- State Personal Assistance Services (SPAS)
- Traumatic Head and Spinal Cord Injury Trust Fund (THSCI)

1.1.3. The LTSS programs that will be supported by the contract resulting from this RFP are described below. Each of these programs relies on the determination of nursing facility level of care as its threshold of eligibility.

1.1.3.1. Adult Day Health Care (ADHC) Waiver

The ADHC Waiver program serves individuals age twenty-two (22) or older who are Medicaid eligible and meet nursing facility level of care.

ADHC centers provide supervised care to adults in a supportive and safe setting during part of a day. Support coordinators complete an individual assessment of each Participant to determine the services to be provided. Participants' needs are met through medical/nursing services, medication supervision/administration, social services, personal care assistance, and dietary services.

The program also includes support coordination (also known as case management) services for all Participants as well as transition intensive support coordination and transition services for Participants moving out of nursing facilities.

1.1.3.2. Community Choices Waiver (CCW)

The CCW program serves individuals age twenty-one (21) or older who are Medicaid eligible and meet nursing facility level of care.

Services currently available in the CCW are:

- Adult Day Health Care Service
- Assistive Devices and Medical Supplies
- Caregiver Temporary Support Services
- Environmental Accessibility Adaptations
- Home Delivered Meal Services

- Housing Stabilization Services
- Housing Transition or Crisis Intervention Services
- Monitored In-Home Caregiver (MIHC) Services
- Nursing Services
- Personal Assistance Services
- Skilled Maintenance Therapy Services (Physical, Occupational and Speech Therapies)
- Support Coordination
- Transition Services and Transition Intensive Support Coordination

1.1.3.3. Long term Personal Care Services (LTPCS) program

LTPCS serves Medicaid eligible Participants age twenty-one (21) or older, who meet nursing facility level of care and additional targeting criteria and who require at least limited assistance with one (1) activity of daily living. To be eligible for LTPCS the applicant also must be able to participate in his/her care and direct the services provided by the worker independently or through a responsible representative.

Participants in the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program may apply for LTPCS ninety (90) Calendar Days before they reach age twenty-one (21).

Assistance with activities of daily living and instrumental activities of daily living (ADL/IADL) are provided through licensed, Medicaid-enrolled personal care attendant (PCA) agencies. Specific service activities include assistance with: toileting and grooming, bladder and/or bowel requirements, eating and food preparation, ambulation and transferring positions in and out of bed, performance of incidental household chores (only for the Participant), accompanying Participant to medical appointments, and grocery shopping.

1.1.3.4. Program of All-Inclusive Care for the Elderly (PACE)

PACE coordinates and provides all needed preventive, primary acute and long term supports and services so that older individuals can continue living in the community. Participants must be at least age fifty-five (55), live in a PACE provider service area and meet the State's nursing facility level of care. PACE programs are required to provide all Medicaid and Medicare services and are paid on a monthly capitated basis.

Louisiana currently has three (3) PACE sites. PACE in Greater New Orleans began operation in September 2007. The PACE program in Baton Rouge began in July 2008 and PACE in Lafayette opened in 2015.

1.1.3.5. Nursing Facility Admissions

Nursing facilities provide twenty-four (24) hour care for rehabilitative, restorative and/or ongoing skilled nursing care to patients or residents in need of assistance with activities of daily living such as bathing, dressing, transferring, toileting and eating. Individuals can qualify for Medicaid nursing facility services if they meet Medicaid financial eligibility for long-term care, nursing facility level of care, and are screened prior to admission for a

history or active treatment of mental illness and/or mental retardation/developmental disabilities according to Federal regulations.

- 1.1.4. LDH has designated OAAS as the issuing Agency for this RFP. LDH has also designated OAAS as the Agency responsible for policy direction and oversight of any contract awarded. The mission of OAAS is to provide access to quality long term services and supports for the elderly and adults with disabilities in a manner that supports choice, informal caregiving, and effective use of public resources.
- 1.1.5. The BHSF has administrative oversight for all Medicaid-funded programs. OAAS, as the operating agency for long term support and services, works with BHSF to assure compliance with Federal rules and regulations.

1.2. Purpose of Request for Proposals (RFP)

- 1.2.1. The purpose of this RFP is to solicit proposals from qualified organizations that can provide access to the key Long Term Supports and Services (LTSS) programs listed in 1.1.8 and do so in a manner that provides informed choice and assures access to services.
- 1.2.2. This RFP solicits proposals, details proposal requirements, defines LDH's minimum service requirements, and outlines the State's process for evaluating proposals and selecting the Contractor.

1.3. Invitation to Propose

OAAS is inviting qualified Proposers to submit proposals for services to provide access to long term supports and services in accordance with the specifications and conditions set forth herein.

The term of any contract resulting from this RFP is anticipated to begin on or about April 8, 2022 and is anticipated to end on April 7, 2025. LDH shall reserve the right to contract for up to thirty-six (36) months of the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, agency 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, prior 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 thirty-six (36) month term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

No contract or amendment shall be valid, or shall the LDH be bound by the contract or 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.

1.4. RFP Coordinator

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

Shelley Stubbs
RFP Coordinator
Office of Aging and Adult Services
Louisiana Department of Health
628 N. 4th Street, Baton Rouge, La. 70821
Telephone Number: (225) 219-5856
shelley.stubbs@la.gov

1.4.2. This RFP is available in pdf format at the following web links:

<https://ldh.la.gov/index.cfm/page/4116>

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

1.5. Communications/Prohibited Communications

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed above. All communications relating to this RFP must be directed to the RFP Coordinator listed above. Proposers agree that they shall not rely on any other communications. 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.

1.6. Proposer Inquiries

- 1.6.1. Written questions regarding the RFP must be submitted to the RFP Coordinator listed in Section 1.4, RFP Coordinator.
- 1.6.2. LDH will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. LDH shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.
- 1.6.3. The Proposer should provide an electronic copy of their inquiries in a Microsoft Excel table in the format specified below. Inquiries not submitted in the required format may not be considered.

Submitter Name	Document Reference (e.g., RFP, Attachment)	Section Number	Section Heading	Page Number in Referenced Document	Question
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- 1.6.4. Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <https://ldh.la.gov/index.cfm/page/4116>.
- 1.6.5. Only the RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

- 1.6.6. Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_register.

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.7. Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and posted to LaPac	Monday, October 4, 2021
Deadline for receipt of written questions	Monday, October 25, 2021
Deadline for response to written questions	Monday, November 22, 2021
Deadline for receipt of proposals ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	Monday, December 13, 2021 2:00 PM
Notice of Intent to award announcement, and fourteen (14) day protest period begins, on or about	Monday, February 7, 2022
Contract execution, on or about	Friday, April 15, 2022

NOTE: LDH reserves the right to revise this Schedule of Events before the deadline for receipt of proposals. Revisions, if any, will be formalized by the issuance of an addendum to this RFP.

1.8. RFP Addenda

- 1.8.1. In the event it becomes necessary to revise any portion of this RFP for any reason prior to the deadline for receipt of electronic proposals, LDH shall post addenda, supplements, and/or addendum to the following web addresses:

<https://ldh.la.gov/index.cfm/page/4116>

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

- 1.8.2. Prior to the deadline for receipt of proposals, it is the responsibility of the Proposer to check the DOA website for addenda, supplements, and/or addendum to this RFP, if any, and may also be found at:

<https://ldh.la.gov/index.cfm/page/4116>

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2.0 SCOPE OF WORK

2.1 Call Center Operations to Provide Effective Information and Referral

Refer to Attachment V, questions 14, 15, 16, 18, and 36 a - e when providing responses.

- 2.1.1. The Contractor shall establish a call center and provide information and referral service for long term supports and services throughout the State.
- 2.1.2. The Contractor must provide callers with accurate information regarding available LDH and non-LDH programs so that callers may make an informed choice about which services and/or programs may benefit them.
- 2.1.3. Information shall be disseminated to callers regarding the following:
 - 2.1.3.1. OAAS program options as noted in Sections 1.1.7. through 1.1.9.5, and any other new Home and Community-Based Services developed by OAAS;
 - 2.1.3.2. Other LDH services:
 - Office for Citizens with Developmental Disabilities (OCDD) services
 - Office of Behavioral Health (OBH) services
 - Healthy Louisiana services
 - 2.1.3.3. Services through non-LDH entities offering resources for the aged and disabled adult population, such as:
 - Aging and Disability Resource Centers
 - Councils on Aging
 - Independent Living Centers
 - Other community supports
 - 2.1.3.4. Basic guidelines for Medicaid financial eligibility as it relates to LTSS programs. This includes referral to the appropriate Medicaid Eligibility Office for callers to obtain more complete information and determination regarding Medicaid financial eligibility; and
 - 2.1.3.5. Information on voter registration as required by the National Voter Registration Act (NVRA).
- 2.1.4. Telephone Access and Automated Call Distributor (ACD)
 - 2.1.4.1. The Contractor shall provide a toll-free telephone system that is accessible throughout the State and must be accessible from any United States area code. The Contractor shall also implement an Automated Call Distributor (ACD) to queue calls, track timeliness of answered calls, length of calls, and capture the information required in Section 2.1.4.5.
 - 2.1.4.2. The 1-800 number and the ACD shall provide prompt (within four (4) rings or less) live answering during Business Hours (8:00 am to 5:00 pm Central Time

M-F) excluding official State holidays. Unanswered calls shall have no more than a two (2) minute wait before rolling over to an automatic messaging system. The messaging system must provide the option for caller to leave a number for returned call. The call must be returned within one (1) Business Day.

2.1.4.3. Telephone functionality should allow callers to be automatically transferred to an extension without the intervention of an operator. It must also offer a simple menu system. An automated call attendant must also allow a caller to reach a live operator by dialing a number.

2.1.4.4. The ACD shall also track the number of Abandoned Calls for each Business Day.

2.1.4.4.1. Performance Indicator: The Contractor shall maintain less than a five percent (5%) Abandonment Rate.

2.1.4.4.2. Contractor Reporting: The Contractor shall maintain electronic records of the following: the number and length of calls received; the number of calls answered by a live person, the number of calls rolled to an automatic attendant, and the number of Abandoned Calls.

2.1.4.5. For each call the Contractor shall capture, at a minimum, the following information:

- the type of caller (e.g., applicant/Participant, family, friend or service provider)
- the purpose of the call (information and referral, request for services, complaint, status of application)
- type of services sought (Medicaid or non-Medicaid)
- the parish in which services are sought

2.1.4.5.1. OAAS may, at its discretion, identify additional information to be captured and will advise Contractor of the additional requirements.

2.1.4.5.2. Contractor Reporting: The Contractor shall provide summary call center reports electronically to OAAS on a monthly basis and will provide complete call records and details upon request. Reports will be sent to the contract monitor or their designee in secure email or through an approved secure electronic link. Formats will be approved by OAAS.

2.1.5. Telephone Call Recording System

2.1.5.1. The Contractor shall establish and maintain a telephone call recording system to record calls for quality monitoring purposes. Live monitoring of calls may be done in addition to review of recorded calls, but not in lieu of recorded calls. Recordings must be readily available to OAAS.

One hundred percent (100%) of calls and telephonic Level of Care Eligibility Tool (LOCET) screenings shall be recorded and stored for a period of at least ninety (90) Calendar Days for the purpose of appeals reference. The

Contractor must have the capacity to, at the request and direction of LDH, store at least five percent (5%) of recorded calls for the entire term of the contract.

- 2.1.5.1.1. Performance Indicators: Information and caller choices shall be clear, understandable, accurate, and conveyed in a respectful manner.

2.1.6.Track Referrals

- 2.1.6.1. The Contractor shall establish and maintain a tracking system that identifies the category of caller and where referred. Sufficient detail should be tracked to enable reporting by date of the call, Medicaid vs. non-Medicaid callers, region, and entity to which the referral was made, including OAAS Programs, other LDH services and services for non-Medicaid callers. Regions can be found at the below link:

<https://ldh.la.gov/assets/docs/OrgCharts/RegionMap.jpg>

- 2.1.6.1.1. Performance Indicator: one hundred percent (100%) of referrals will be tracked by caller category and place of referral.
- 2.1.6.1.2. Contractor Reporting: The Contractor shall provide aggregate reports including summaries of the number of calls received and the number of referrals made, with percentages provided for each type of referral. Reports shall be provided electronically to OAAS on a monthly basis.

2.1.7.Promptly return calls and messages

- 2.1.7.1. The Contractor shall promptly return one hundred percent (100%) of all calls and messages within one (1) Business Day.
 - 2.1.7.1.1. Performance Indicator: The Contractor shall return one hundred percent (100%) of all calls and messages within one (1) Business Day. Documentation of a minimum of two (2) attempts to make contact on two (2) separate days will fulfill the Contractor's responsibility.
 - 2.1.7.1.2. Contractor Reporting: The Contractor shall track and report the quantity of incoming messages left after hours, and keep logs on number and timing of returned calls. Tally shall be completed daily. Reports shall be provided electronically to OAAS on a monthly basis.

2.1.8. Provide program choice information

- 2.1.8.1. The Contractor shall give a brief overview of the basic programs available to the caller. The Contractor shall provide basic eligibility criteria for LDH, non-LDH and other community programs. The Contractor shall screen for eligibility for ID/DD services using a script and protocol to be provided by OAAS and will provide a "warm handoff" to the Local Governing Entity (LGE) or other

designated entity, per that protocol. The applicant shall be asked his/her understanding of the information given.

2.1.8.1.1. Performance Indicator: The Contractor must give accurate program choice information in ninety-five percent (95%) of calls audited.

2.1.8.1.2. Performance Indicator: The Contractor will submit a monthly report stating the number of warm handoffs made and identifying the designated Local Governing Entity (LGE) to which the handoff was made.

2.1.8.1.3. Performance Indicator: The Contractor will email the LGE, within twenty-four (24) hours of the call, in those instances in which the warm hand off could not be completed at the time of the call.

2.1.9. Utilize a current statewide comprehensive resource directory of long term supports and services.

2.1.9.1. The Contractor shall provide and maintain a current directory of long term supports and services and other community resources for informational and referral purposes, and care planning. The Contractor shall also establish a system to identify local gaps in services and report to OAAS.

2.1.9.1.1. Performance Indicator: Maintain and use an approved current resource directory during the entire term of the contract (See section 8.1.1.1).

2.1.9.1.2. Contractor Reporting: The Contractor shall submit quarterly reports to OAAS documenting the dates the resource directory was updated.

2.1.10. Provide written information

2.1.10.1. The Contractor shall mail written information to applicants and families seeking any LDH long term support or service.

2.1.10.2. The Contractor shall develop written materials if existing materials are not available and as requested by OAAS, using the requirements listed in Section 2.24.4. The Contractor is responsible for the cost of printed material. Postage cost shall be paid by the Contractor and shall not be passed through for payment by the State. All materials must be approved by OAAS. Printed information content is subject to be changed at any time by OAAS.

2.1.10.2.1. Performance Indicator: The Contractor shall mail one hundred percent (100%) of requested written information to requestors within three Business (3) days of inquiry or request at Contractor's expense.

2.2. Call Center Location

- 2.2.1. It is desirable that the call center be located in an area that OAAS may conduct call center site visits without the necessity of overnight travel from Baton Rouge. **(Refer to Attachment V, question 14, when providing responses).**

2.3. **Initiate and Assist Individuals in Voter Registration at Specified Times**

Refer to Attachment V, question 17 when providing responses.

In compliance with the National Voter Registration Act (NVRA) and in accordance with OAAS protocol, the Contractor shall distribute the Voter Registration Declaration (VRD) form, the Louisiana Voter Registration Application (LA-VRA) form, and the name or address change confirmation letter to individuals upon every initial application for services, upon every reassessment for services, and every time a change of name and/or address is reported.

- 2.3.1. The Contractor shall provide assistance in completing the LA-VRA form unless the applicant refuses such assistance. This assistance must be at the same degree that is provided with regard to completion of other OAAS forms. When requestors call the Contractor requesting services, the Contractor shall distribute the VRD and LA-VRA forms via mail. For LTPCS applicants and Participants, the Contractor shall distribute VRD and LA-VRA forms via hand delivery at the face-to-face assessment/reassessment visits. When the Contractor is informed of a name change or address change, the Contractor shall distribute the VRD, LA-VRA and name/address confirmation letter to the individual via mail or hand delivery.

- 2.3.2. The Contractor shall utilize information, policies and processes set forth by OAAS. Any LA-VRA forms received by the Contractor shall be processed and mailed to the respective Registrar of Voters' office on the same day received but no later than two (2) Business Days of receipt. Copies of these forms must be retained by the Contractor. The completed VRD forms shall be retained by the Contractor.

- 2.3.2.1. **Performance Indicator:** one hundred percent (100%) of individuals who apply, who are recertified, and who report a change of name and/or address will receive applicable NVRA forms and the Contractor shall keep documentation according to policy requirements set forth by OAAS.

- 2.3.2.2. **Performance Indicator:** The Contractor shall date stamp the completed NVRA forms upon receipt. There shall be no more than a two (2) Business Day delay between receipt of the completed LA-VRA forms and the mailing of the form(s) to the respective Registrar of Voters office. The Contractor shall retain copies of all completed LA-VRA forms and all original VRD forms. One hundred percent (100%) of all completed NVRA forms shall be retained by the Contractor.

<http://new.LDH.louisiana.gov/index.cfm/newsroom/category/142>

- 2.3.2.3. **Contractor Reporting:** The Contractor shall submit the required quarterly NVRA reports to the OAAS NVRA representative by the designated timeframes.

2.4. **Provide Level Of Care Screening and Program Eligibility Determination for All OAAS LTSS Applicants**

Refer to Attachment V, questions 19 – 21 when providing responses.

The Contractor shall provide phone-based screening for individuals requesting OAAS long term supports and services. This includes those who are requesting HCBS waiver, PACE, LTPCS, and nursing facility admission.

During periods of State declared disaster or emergency, barring situations in which the Contractor call center is inoperable, the Contractor shall continue to provide adequate staff to continue to conduct and facilitate the LOCET processes with nursing facility and hospital staff.

2.4.1. **Tools used for Level of Care Screening, Eligibility Determination and Resource Allocation for OAAS LTSS Applicants**

2.4.1.1. The LOCET is the tool used to screen for functional eligibility for OAAS HCBS programs and for nursing facility admission. The LOCET is a research-based tool which establishes uniform criteria designed to determine whether the applicant meets the requirements of level of care screening for long term supports and services. The LOCET interview is conducted telephonically in the Contractor's call center. The LOCET interview should take twenty (20) to twenty-five (25) minutes to complete.

2.4.1.2. Louisiana has adopted the interRAI HC assessment as its assessment tool for HCBS programs operated by OAAS. The interRAI HC assessment is the tool used for face-to-face assessment, initial eligibility determination, recertification and care planning for HCBS applicants. This research-based tool is used to determine the Participant's functional eligibility, inform care planning, and determine the resource allocation for the care plan. Information about the resource allocation system can be found in the procurement library (see Section 7.11). InterRAI HC assessments shall be administered exclusively by individuals who have successfully completed the specified OAAS training and competency-based evaluation. The interRAI HC may take from one (1) to one and a half (1.5) hours to complete. **Refer to Attachment V, question 24 when providing responses.**

2.4.1.3. In compliance with the 21st Century Cures Act all states are required to implement an Electronic Visit Verification (EVV) system for Medicaid-funded personal care services. The web-based EVV solution for these services is accessed and utilized from any device that is able to access the internet including personal computers, smart phones and tablets of all types and carriers. The purpose of the EVV system is to verify that individuals are receiving the services authorized in their POCs, reduce inappropriate billing/payment, safeguard against fraud and improve program oversight. Louisiana's EVV system is part of the Louisiana Service Reporting System (LaSRS) operated by the Data Management Contractor. The Contractor will be required to exchange information with this Contractor (including but not limited to EVV data).

LDH will require the Contractor to utilize the EVV system as a management tool but the EVV system will not be used to generate Contractor billing.

2.4.2. Timely Level of Care Screening using the Level of Care Eligibility Tool

- 2.4.2.1. The Contractor shall provide phone-based screening for functional eligibility for all OAAS LTSS applicants by completing the LOCET accurately and timely.

In instances where the Contractor must call back an LTSS applicant for a LOCET screening, two (2) documented attempts on two (2) separate days will satisfy the Contractor's responsibility.

In instances where a referral is made from the Medicaid Covered Services Unit to the Contractor, in regards to EPSDT participants, the Contractor shall contact the applicant within ninety (90) Calendar Days before their twenty first (21st) birthday to begin the LOCET process.

In instances where an applicant is calling to complete a LOCET for both Nursing Facility and a community option (LTPCS, CCW, ADHC and/or PACE) two (2) LOCETs must be completed on the applicant.

- 2.4.2.1.1. Performance Indicator: For applicants in hospitals, ninety-five percent (95%) of LOCETs will be completed on the same day as the phone request. One hundred percent (100%) shall be completed in two (2) Calendar Days after the call.
- 2.4.2.1.2. Performance Indicator: For applicants who are identified and referred by OAAS as active protective services clients, ninety-five percent (95%) of LOCETs will be completed on the same day as the phone request. One hundred percent (100%) shall be completed in one (1) Business Day.
- 2.4.2.1.3. Performance Indicator: For applicants who are identified and referred by OAAS as active protective services clients, and who are in a hospital, ninety-five percent (95%) of LOCETs will be completed on the same day as the phone request. One hundred percent (100%) shall be completed in two (2) Calendar Days after the call.
- 2.4.2.1.4. Performance Indicator: At a minimum, ninety-five percent (95%) of LOCETs for persons not in the above groups will be completed within one (1) Business Day after the phone request, with one hundred percent (100%) completed within five (5) Business Days of the call.
- 2.4.2.1.5. Performance Indicator: At a minimum, ninety-five percent (95%) of LOCETs for persons in the Medicaid Expansion category will have LOCET completed at the time of call.
- 2.4.2.1.6. Performance Indicator: The Contractor must have two (2) documented attempts to complete the LOCET on two (2) separate days, which will satisfy the Contractor's responsibility.

- 2.4.3. Check Medicaid Eligibility for all LTSS Applicants
 - 2.4.3.1. The Contractor shall confirm Medicaid eligibility through the on-line LDH Medicaid eligibility system or other system as specified by OAAS. If the applicant is not enrolled in Medicaid, the Contractor shall provide information about Medicaid eligibility and refer or transfer the applicant by telephone to the appropriate Medicaid office.
 - 2.4.3.1.1. Performance Indicator: One hundred percent (100%) of non-enrolled applicants are referred to the Medicaid eligibility office within one (1) Business Day.
 - 2.4.3.1.2. Contractor Reporting: The Contractor shall track the number of applicants referred for Medicaid eligibility by date and time. Tally shall be completed daily and reported upon request.
- 2.4.4. Referral of Cases to Medicaid where a Social Security Disability Determination is Needed
 - 2.4.4.1. In order to be eligible for LTPCS, individuals must meet Social Security disability criteria. For applicants who fall into type cases in which a Social Security disability determination has not been established, the Contractor will follow the protocol designed by OAAS for further review. (see procurement library in Section 7.11).
 - 2.4.4.1.1. Performance Indicator: For one hundred percent (100%) of all LTSS Applicants who fall into a Medicaid eligibility category in which a Social Security disability determination has not been established, the Contractor will make the appropriate referral to Medicaid Eligibility for further review.
- 2.4.5. Make appropriate Level of Care screening decisions
 - 2.4.5.1. The Contractor shall correctly determine whether an applicant meets Level of Care screening requirements utilizing the LOCET. For LTPCS, this will include a review of Initial Targeting Criteria (ITC). This process may also include the mailing of the Request to Physician for Medical Data (physician's statement, also known as medical deterioration review), regarding the Participant's likelihood of medical or mental decline. Upon receipt of the form, the Contractor will review and make the appropriate determination. (See the procurement library in Section 7.11 for a copy of these forms).
 - 2.4.5.1.1. The ITC determination is made at the time of LOCET completion. ITC determines if the applicant is at risk of substantial possibility of deterioration in mental or physical functioning if community-based services or nursing facility services are not provided within less than one hundred twenty (120) Calendar Days. ITC is an automated process that is determined through the OAAS Participant Tracking System (OPTS).

2.4.5.1.2. When ITC is not met, a review of medical deterioration must be completed. The Request to Physician for Medical Data form is used when additional documentation is needed to make the appropriate level of care determination. In the event ITC cannot be determined at the time of the LOCET, the Contractor will mail the applicant the Request to Physician for Medical Data form which must be completed by a physician. The applicant has thirty (30) Calendar Days to submit this document back to the Contractor for review and determination.

2.4.5.1.2.1. Performance Indicator: Ninety-five percent (95%) of LOCET decisions must match OAAS Quality Monitoring audit findings (see procurement library in Section 7.11).

2.4.5.1.2.2. Performance Indicator: One hundred percent (100%) of physician documentation reviews shall be completed within seven (7) Business Days after the receipt of physician documentation.

2.4.5.1.2.3. Performance Indicator: Ninety-five percent (95%) of medical deterioration reviews audited by OAAS shall have a correct decision rendered upon the first review.

2.4.5.1.2.4. Contractor Reporting: Upon request, the Contractor shall report number of physician documentation reviews which remain pending after the seventh (7th) Business Day from receipt of the physician's report.

2.4.6. Send appropriate notices for Level of Care screening decisions

2.4.6.1. The Contractor shall send approval and denial notices to applicants. Notification of appeal rights shall be sent to applicants in every instance of a denial.

2.4.6.2. For those LOCET screenings which require a medical deterioration review, the Contractor shall issue a preliminary approval notice with a request for a physician's statement regarding the Participant's likelihood of medical or mental decline.

2.4.6.2.1. Performance Indicator: The Contractor shall generate notices (including preliminary approval notices) on the same day that the LOCET is completed. The Contractor shall mail one hundred percent (100%) of notices within three (3) Business Days from printing date.

2.4.6.2.2. Performance Indicator: For those screenings which require a review of a physician's statement, the Contractor shall mail one hundred

percent (100%) of notices within three (3) Business Days from the review date.

2.4.6.2.3. Performance Indicator: In the event the requested physician statement is not received from applicant or physician within the thirty (30) Calendar Day time requirement, the Contractor shall issue a denial notice with appeal rights within three (3) Business Days from the expiration of the thirty (30) Calendar Day time requirement.

2.4.6.2.4. Performance Indicator: In instances where the LTSS applicant falls into the Medicaid Expansion category, the Contractor shall mail one hundred percent (100%) of notices within three (3) Business Days of receiving the eligibility or ineligibility notification from Medicaid.

2.5. **Perform Comprehensive Assessments for LTPCS Applicants and Participants**

The Contractor shall provide timely face-to-face assessment visits to individuals seeking and receiving LTPCS services. This includes face-to-face visits for initial assessments, reassessments for Participant change in status, and annual reassessments for recertification as required by OAAS protocol.

For all face-to-face assessment visits, the interRAI HC assessment shall be used with OAAS-approved processes while meeting OAAS workflow expectations as noted in Section 2.7.

2.6. **Conduct Face-to-Face Assessment Visits for LTPCS Applicants and Participants**

Refer to Attachment V, questions 22, 23, and 26 when providing responses.

2.6.1. The Contractor shall conduct initial face-to-face assessment visits for Medicaid-eligible LTPCS applicants and Participants who have passed the LOCET and other applicable screenings.

The Contractor will use the EVV system for all face-to-face visits. The Contractor shall provide assessors with equipment needed, (*e.g.*, laptops, mobile devices, tablets or other equipment and connectivity), to use the EVV system and to meet the workflow expectations noted within this RFP.

2.6.1.1. Performance Indicator: By the end of the first contract year, Contractor will use the EVV system for ninety percent (90%) of assessments and manual entries/edits for no more than ten percent (10%) of entries.

2.6.2. The Contractor shall accurately determine whether an applicant meets Level of Care and program eligibility requirements for participation in the LTPCS program utilizing the interRAI HC assessment and OAAS approved criteria and protocols. This may include a review of medical documentation regarding the Participant's medical status utilizing the Request to Physician for Medical Data and the likelihood of need for long term assistance. OAAS will provide criteria and training for this review process.

Refer to Attachment V, question 25, when providing responses.

- 2.6.3. For initial assessment visits, the Contractor shall verify that the LTPCS applicant is determined eligible for Medicaid immediately prior to the scheduled assessment date.
- 2.6.3.1. Performance Indicator: For applicants in hospitals and those who are verified protective services clients, the Contractor shall complete ninety percent (90%) of initial face-to-face assessment visits within two (2) Business Days of LOCET screening.
- 2.6.3.2. Performance Indicator: For applicants in community living situations or residing in nursing facilities, the Contractor shall complete ninety percent (90%) of initial face-to-face interRAI HC (assessment visits within ten (10) Business Days of LOCET screening or receipt of the Request to Physician for Medical Data form, whichever comes later.
- 2.6.3.3. Performance Indicator: The applicant will be notified by USPS mail of the assessment determination. The determination notice shall be mailed no more than three (3) Business Days from the date of the determination.
- 2.6.3.4. Performance Indicator: In ninety percent (90%) of LTPCS cases the interRAI HC assessment shall be completed during the initial face-to-face assessment visit. In one hundred percent (100%) of LTPCS cases the interRAI HC assessment shall be completed no more than three (3) Business Days from the date of the initial face-to-face visit.
- 2.6.3.4.1. Timeliness will be determined using the date of initial face-to-face assessment as recorded in the Information Systems (IS) utilized by the Contractor.
- 2.6.3.5. Performance Indicator: No more than fifteen percent (15%) of LTPCS initial eligibility determinations that are appealed shall be overturned. Contractor decisions overturned on appeal but determined accurate by OAAS will not be counted as overturned.
- 2.6.3.6. Contract monitoring: OAAS staff will review cases to determine whether policy adherence was met. Contractor may present for OAAS review, individual cases where, for just cause, timelines cannot be met. OAAS, at its discretion, will decide whether to include these cases in performance measurement.
- 2.6.4. The Contractor shall perform timely routine LTPCS recertification through face-to-face assessment visits to determine the Participant's continued eligibility for LTPCS services. The routine recertification includes the annual recertification for all LTPCS Participants as well as the routine recertification for LTPCS applicants whose most recent assessment allowed approval for a period of less than one (1) year. Prior to completing the face-to-face assessment, the Contractor must review the Participants Medicaid eligibility to ensure the Participant is a correct Medicaid type case and category code to receive LTPCS services.
- 2.6.5. The Contractor shall accurately determine whether Participant meets level of care and program eligibility criteria for continued participation in LTPCS. This may include a review of medical documentation regarding the Participant's medical status, utilizing

the Statement of Medical Status form, and the likelihood of need for long term assistance. OAAS will provide criteria and training for this review (see procurement library in Section 7.11 for the form).

- 2.6.5.1. The Contractor shall correctly update/revise the Plan of Care (POC) based upon the recertification findings. This includes any revisions to the level of service allocation for the Participant based on the interRAI HC assessment results.

- 2.6.5.1.1. Contract monitoring: OAAS QA review team will review cases to determine whether policy adherence was met.

- 2.6.5.1.2. Performance Indicator: In ninety percent (90%) of LTPCS cases the interRAI HC assessment shall be completed during the face-to-face recertification assessment visit. In one hundred percent (100%) of LTPCS cases the interRAI HC assessment shall be completed no more than three (3) Business Days from the date of the recertification face-to-face visit.

- 2.6.5.1.3. Performance Indicator: No more than fifteen percent (15%) of LTPCS eligibility recertification determinations that are appealed shall be overturned. Contractor decisions overturned on appeal but determined to be accurate by OAAS will not be counted as overturned.

- 2.6.5.1.4. Performance Indicators: One hundred percent (100%) of LTPCS annual recertification assessments must be completed within two hundred sixty (260) to five hundred forty-five (545) Calendar Days from the previous annual or initial certification. OAAS will have the option to extend the timely completion date to the five hundred forty-fifth (545th) day of the Certification Period.

- 2.6.5.1.5. Contractor Reporting: The Contractor shall submit a report of the number and percent of LTPCS Participants whose annual recertification assessment was completed within two hundred sixty (260) to five hundred forty-five (545) Calendar Days from the previous annual or initial certification. This shall be reported electronically to OAAS on a monthly basis and shall also be available upon request.

- 2.6.6. The Contractor shall perform accurate and timely change of status reassessments through face-to-face assessment visits. These are conducted upon any reported change in condition which may affect the Participant's continued eligibility or level of service allocation for LTPCS services. If the Participant is authorized for less than the maximum service allocation the Contractor may increase the service authorization to the maximum level allowed within that allocation without completing a face-to-face visit. Prior to completing the face-to-face assessment, the Contractor must review the Participant's Medicaid eligibility to ensure the Participant has a correct Medicaid type case and category code to receive LTPCS services.

- 2.6.6.1. For reported status changes the Contractor shall perform the reassessment according to program rules. This may include a review of medical documentation, utilizing the Statement of Change in Medical Status (SCMS) form regarding the Participant's medical status and the likelihood of need for long term assistance. OAAS will provide criteria and training for this review (see procurement library in Section 7.11 for the form).
- 2.6.6.2. The Contractor shall be responsible for making the determination of whether a face-to-face assessment visit is required based on application of OAAS criteria and protocol.
- 2.6.6.3. The Participant shall be responsible for reporting changes to the contracted agency using the Contractor's published toll-free phone number.
- 2.6.6.4. The need for change of status reassessments may result from Participant-reported changes in condition, in supports, or in living environment. Situations warranting change of status reassessments may also be discovered by Contractor staff during the monthly phone contact and quarterly monitoring visits, and reports from friends, family, service providers, and others who may have knowledge of the Participant's status.
 - 2.6.6.4.1. The Contractor shall correctly update/revise the POC based upon the status change reassessment findings. This includes any revisions to the level of service allocation for the Participant based on the interRAI HC assessment results.
 - 2.6.6.4.2. Performance Indicators: Ninety percent (90%) of required status change reassessments must be completed within ten (10) Business Days of discovery or report of status change. In instances where additional documentation is needed prior to completing the status change, one hundred percent (100%) of status change assessments must be completed within fifteen (15) Business Days of receipt of documentation, if documentation warrants a status change assessment. Ninety percent (90%) of POCs shall be revised within ten (10) Business Days of change in status reassessment. One hundred percent (100%) of POCs shall be revised within fifteen (15) Business Days of change in status reassessments.
 - 2.6.6.4.3. Performance Indicator: One hundred percent (100%) of decision notices shall be mailed to the Participant within three (3) Business Days of completion of the interRAI HC assessment.
- 2.6.7. For all recertification assessments which result in a determination of ineligibility or a reduction of services, the Contractor shall provide the Participant with the appropriate notice including appeal rights. The Contractor shall then notify the Data Management Contractor and the Participant's service provider of the proposed end of or reduction in services.

2.6.8. Notification to the Data Management Contractor shall be sent electronically and be communicated to the service provider by telephone or by electronic mail at the following times:

2.6.8.1. Within one (1) Business Day of being informed by OAAS that the Participant files a timely appeal request for continuance of currently approved services;

2.6.8.2. Within one (1) Business Day of being informed by OAAS that the Participant has not filed a timely request for continuance of currently approved services, the Contractor shall notify the Data Management Contractor and service provider to proceed with appropriate action according to procedure.

2.6.8.3. Within one (1) Business Day of being informed by OAAS of the final appeal decision rendered by the Administrative Law Judge.

2.6.8.3.1. Performance Indicator: Ninety percent (90%) of Data Management Contractor notices shall be sent to the Data Management Contractor electronically within one (1) Business Day and one hundred percent (100%) will be sent within two (2) Business Days.

2.6.8.3.2. Performance Indicator: Ninety percent (90%) of service provider Contractor notices shall be communicated to the service provider within one (1) Business Day and one hundred percent (100%) will be communicated within two (2) Business Days.

2.7. **Adhere to Expectations for Essential Workflow Elements**

2.7.1. During all face-to-face assessment visits, the Contractor is expected to complete the following tasks:

2.7.1.1. An opportunity for voter registration shall be provided to the applicant. If requested, assistance shall be provided for the completion of documentation.

2.7.1.2. The interRAI HC assessment shall be completed.

2.7.1.2.1. The final eligibility determination for the applicant will be made after a comprehensive review of the face-to-face visit findings, including the interRAI HC assessment data.

2.7.2. The Contractor shall provide assessors with equipment needed, *e.g.*, laptops, tablets or other equipment and connectivity, to meet the workflow expectations noted here.

2.8. **Develop Plan of Care for LTPCS Participants**

Refer to Attachment V, questions 27 - 29 when providing responses.

Utilizing OAAS protocols and workflow expectations, the Contractor shall develop a person-centered POC for all LTPCS Participants who meet eligibility requirements.

- 2.8.1. The Contractor shall develop or revise the person-centered POC for LTPCS Participants during the face-to-face assessment visit.
- 2.8.2. The Contractor shall transmit the POC to the LDH designated Data Management Contractor.
- 2.8.3. If the POC is approved, a final POC will be mailed to the Participant.
 - 2.8.3.1. Performance Indicator: Ninety percent (90%) of initial and recertification POCs shall be completed during the face-to-face visit. One hundred percent (100%) of final POCs shall be completed no more than three (3) Business Days from the date of the initial (or recertification) face-to-face visit.
 - 2.8.3.2. Performance Indicator: Through the comprehensive assessment process the Contractor shall address all of the Participant's identified requirements. The person-centered POC will address these needs and incorporate informal and other non-Medicaid community supports. This may be verified by random OAAS audit. Only final POCs will be considered approved for payment.

2.9. **Emergency Plan**

- 2.9.1. The Contractor shall verify all LTPCS Participants have an emergency component in the POC. This plan must include emergency contingencies as prescribed by OAAS. The emergency component is separate and distinct from the Worker Back-up Plan that must be provided to the Participant by the PCA provider.
 - 2.9.1.1. Performance Indicator: One hundred percent (100%) of Participant files for Participants with LTPCS services will contain an emergency component in the POC. The plan must include emergency contingencies as prescribed by OAAS. This may be monitored by OAAS random file audit.
- 2.9.2. In the event of an emergency (pandemic, weather event, other urgent event/emergency) LDH may request the Contractor assist with Recipient contact and reporting. There may be times when individual level follow up and/or aggregate reporting will be needed to understand the impact of the emergency on Participants and services and to assist with response, recovery, and disaster mitigation. When such assistance is needed, LDH will provide event-specific contact and reporting criteria and reporting timelines to the Contractor.
 - 2.9.2.1. Performance Indicator: The Contractor shall attempt to contact one hundred percent (100%) of Participants in the impacted areas defined by LDH.
 - 2.9.2.2. Performance Indicator: The Contractor shall complete all required reporting in the system designated by State. Reporting requirements to be provided at each event.

2.10. **Provide Freedom of Choice of Providers to LTPCS Participants**

2.10.1. The Contractor shall provide the Participant with a freedom of choice listing of available service provider agencies and shall explain the freedom of choice process. This shall be done at the following times:

- When the Participant's functional eligibility is determined, initially and upon recertification
- When the Participant requests a provider change (following current OAAS protocols as delineated in the LTPCS Program Manual)
- Upon closure of the Participant's current provider agency
- Upon written notice of involuntary discharge from the Participant's current provider agency
- Upon other direction from OAAS or LDH Legal

2.10.2. Upon the Contractor's receipt of the signed and dated Agreement to Provide Services, which includes the Participant's confirmation that they have exercised freedom of choice in provider selection, final approval of service can be processed and submitted to the Data Management Contractor for the prior authorization to be released to the selected provider.

2.10.2.1. Performance Indicator: Upon OAAS random file audit, one hundred percent (100%) of Participant files shall have documentation of appropriate provider selection process.

2.11. **Provider Closures**

2.11.1. In instances where providers close, the freedom of choice procedure above shall be followed. Reasons for closures may include, but are not limited to, the following:

- An agency chooses to close;
- LDH issues a permissive exclusion resulting in a provider closure; and
- Loss of licensure.

2.11.2. In urgent situations, OAAS may determine that additional calls may be required to ensure Participants are provided a freedom of choice. If there is no response, a home visit to the Participant may be required.

2.11.2.1. Performance Indicator: Upon OAAS random file audit, one hundred percent (100%) of Participant files shall have documentation of appropriate provider selection process.

2.12. **Distribute Plan of Care for LTPCS Participants**

2.12.1. Once the POC has been developed for the LTPCS Participant, the Contractor shall deliver the POC to the Participant and to the selected service provider.

2.12.1.1. Performance Indicator: Within three (3) Business Days of completion of the POCs, one hundred percent (100%) of the POCs shall be mailed to the Participant.

- 2.12.1.2. Contractor Reporting: The Contractor shall submit a report of the number and percent of POCs mailed within three (3) Business Days of completion. This shall be reported monthly to OAAS in electronic format.

2.13. **Perform Phone Follow-Up to Confirm Service Delivery**

- 2.13.1. Upon start of services or upon change of providers the Contractor shall perform timely telephone follow-up with the Participant to confirm that a provider choice has been completed.

The Contractor shall follow-up by phone with the Participant to confirm services were initiated after issuance of prior authorization by the Data Management Contractor. If services were not started as scheduled, the Contractor shall contact the service provider to remedy the problem, or work with the Participant to choose another service provider.

- 2.13.2. Any time a change in provider occurs the Contractor shall update the IS within twenty-four (24) hours of receipt of notice of provider choice.

- 2.13.2.1. Performance Indicator: Ninety percent (90%) of Participants shall be contacted to confirm service delivery status within three (3) Business Days of services start date. Likewise, when Participants change providers, Participant contact shall be made within three (3) Business Days to confirm initiation of service delivery.

- 2.13.2.2. Performance Indicator: One hundred percent (100%) of Participants shall be contacted to confirm service delivery status within five (5) Business Days of services start date. Likewise, when Participants change providers, Participant contact shall be made within five (5) Business Days to confirm initiation of service delivery.

- 2.13.2.3. Contractor Reporting: The Contractor shall record the number, date, and time of follow-ups for services initiation. Tally shall be completed daily and reported electronically to OAAS on a monthly basis. Upon random file audit by OAAS, one hundred percent (100%) of Participants' files shall have documentation of appropriate follow-ups for service initiation.

2.14. **Participate in Appeals**

Refer to Attachment V, questions 33 and 34 when providing responses.

- 2.14.1. Upon Contractor's receipt of notice of a docketed appeal from OAAS or the Louisiana Division of Administrative Law, the Contractor shall prepare an appeals packet that includes a Summary of Evidence and all documentation necessary to uphold the decision made. This includes appeals filed as a result of any adverse determination or action. This includes, but is not limited to, service denials, reductions, and/or discharges. Appeals may be requested based on denial of eligibility, termination of services, or on the amount of resources allocated in the POC.

- 2.14.2. The Contractor shall upload the appeals packet to the State's approved appeal system within five (5) Business Days of receipt of notice of the docketed appeal and notify OAAS of the appeal packet submission on the same day. In the event of an expedited appeal,

the Contractor has three (3) Business Days from receipt of notice of appeal to upload the appeals packet to the State's approved appeal system.

- 2.14.3. Appeals hearings will be routinely attended by the designated Contractor staff who are most capable of serving as the LDH / OAAS representative in the appeals hearings.

2.14.3.1. In the event OAAS or its designee determines that the assessor who conducted the interRAI HC assessment should be present at the hearing, the Contractor shall make arrangements for the assessor to be present and provide testimony.

2.14.3.2. Designated Contractor staff who participate in the hearing shall complete a hearing status report on the same day as the hearing and submit this information to OAAS.

- 2.14.4. The Contractor shall employ sufficient number of appeals staff to prepare and participate in appeals, as required, during Business Hours.

2.14.4.1. Performance Indicator: One hundred percent (100%) of appeals packets shall be uploaded to the State's approved appeal system within five (5) Business Days of the Contractor's receipt of the notice of docketed appeal.

2.14.4.2. Performance Indicator: In the event of an expedited appeal, one hundred percent (100%) of appeal packets shall be uploaded to the State's approved appeal system site within three (3) Business Days of the Contractor's receipt of the notice of docketed appeal.

2.14.4.3. Performance Indicator: The Contractor shall provide representation at one hundred percent (100%) of appeals.

- 2.14.5. The Contractor shall employ sufficient number of staff to notify the service provider of the Participant's eligibility for continued services within three (3) Business Days of receipt of an extension request or termination by OAAS or a final decision from the Louisiana Division of Administrative Law.

2.14.5.1. Performance Indicator: Ninety percent (90%) of service providers will be notified of the Participant's eligibility to continue receiving services within three (3) Business Days of an extension request or termination by OAAS or a final decision from the Louisiana Division of Administrative Law.

2.15. Participant and Service Monitoring for All LTPCS Participants

Refer to Attachment V, questions 30- 32 and 36a - e when providing responses.

The Contractor shall perform Participant and service monitoring functions to update information, to ascertain that LTPCS services are being provided as required and described in the POC, and to ascertain that the services are satisfactory. This monitoring includes ongoing Participant contact as part of case maintenance and quality management.

- 2.15.1. The Contractor shall contact Participants each month by telephone and conduct on-site visits with Participants on a quarterly basis.
- 2.15.2. The Contractor will use the EVV system for all face-to-face visits.
- 2.15.3. During the quarterly in-home visit, the Contractor's staff shall ensure that documentation of the Participant's Worker Back-up Plan is current and available.
- 2.15.4. In situations where during the course of the monitoring visit it is indicated that an assessment is required due to a change in status, the Contractor will not invoice the State for both a monitoring visit and a reassessment but will charge for either the monitoring visit or the reassessment.
 - 2.15.4.1. The routine recertification visit satisfies both of these requirements in the month the routine recertification is conducted. The Contractor shall not invoice the State for both a routine recertification visit and a monitoring visit or a reassessment, but will charge for the routine recertification visit only.
- 2.15.5. A successful telephone contact is defined as a telephone conversation with the Participant, the designated personal representative, a legal representative or an adult family member of the Participant.
- 2.15.6. These monitoring events will be conducted in accordance with OAAS approved procedures.
- 2.15.7. OAAS may, at its discretion, direct that certain types or percentages of visits be conducted on an unannounced basis.
- 2.15.8. The Contractor shall maintain a record of all instances of deficient service delivery and document measures taken for resolution.
 - 2.15.8.1. Performance Indicator: Monthly telephone contact: In order to verify that services are continuing as described in the Participant's POC, the Contractor shall ensure that at least ninety percent (90%) of all Participants receive contact by phone and/or home visit each month.
 - 2.15.8.2. Performance Indicator: Quarterly visits: The Contractor shall ensure that at least ninety percent (90%) of all Participants receive a home visit at least quarterly.
 - 2.15.8.3. Performance Indicator: The Contractor shall ensure that no Participant goes more than sixty (60) Calendar Days without a contact.
 - 2.15.8.4. Performance Indicator: In one hundred percent (100%) of LTPCS cases which should be closed, the Contractor shall update OPTS and notify the Data Management Contractor within one (1) Business Day of discovery.
 - 2.15.8.5. Contractor Reporting: The Contractor shall submit a monthly report of the number and percentage of LTPCS Participants receiving contact by phone and/or home visit each month.

2.15.8.6. Contractor Reporting: The Contractor shall submit a monthly report of the number and percentage of LTPCS Participants receiving a quarterly home visit.

2.15.8.7. Contractor Reporting: The Contractor shall submit a monthly report of the number and percent of LTPCS Participants without a contact in the last sixty (60) Calendar Days.

2.16. Additional Participant Contacts

2.16.1. At the request of LDH, the Contractor shall contact program Participants by telephone when emergency situations or other circumstances warrant. An example would be when flooding or weather events threaten program Participants.

2.16.2. Calls may be for information dissemination purposes only, or LDH may request that the Contractor collect information during these calls. Automated call systems are acceptable as long as they can accomplish the requirements.

2.17. Perform Timely Updates to And Maintenance of LTPCS Cases

2.17.1. The Contractor shall update all demographic information including contact phone numbers and physical and mailing addresses with every Applicant/Participant contact and maintain this information in OPTS.

2.17.1.1. Performance Indicators: Upon learning new contact information for any LTPCS Participant, the Contractor shall update OPTS within one (1) Business Day.

2.17.2. The Contractor shall, at a frequency to be determined by LDH/OAAS, receive up to date information regarding the Medicaid eligibility of program Participants. The Contractor shall timely notify the Data Management Contractor when Participants lose Medicaid eligibility so that prior authorization of services can be terminated.

2.17.3. The Contractor shall appropriately and promptly update the POC for all demographic information, provider changes, changes to services, changes to the responsible representative, and changes to the emergency evacuation information. In instances where the Participant is determined to be ineligible for continued LTPCS services, notice to close the prior authorization associated with the POC will be sent to the Data Management Contractor and the case closed.

2.18. Responsibilities Regarding Provider Non-compliance

2.18.1. During monthly and quarterly Participant monitoring, in instances where the Contractor determines that services are not delivered appropriately, the Contractor shall report the non-compliance to the service provider agency within one (1) Business Day. The Participant shall also be given the opportunity to change service providers.

2.18.2. The Contractor shall conduct subsequent follow-up contact with the Participant to ascertain that services are being delivered as described in the Participant's POC and that the services are satisfactory.

- 2.18.2.1. Performance Indicator: One hundred percent (100%) of discovered instances of non-compliant provider service delivery shall be reported to the service provider agency within one (1) Business Day and resolved within ten (10) Business Days of discovery.
- 2.18.2.2. Contractor Reporting: The Contractor shall maintain a record of all instances of non-compliant service delivery, document measures taken for resolution and submit reports as requested by OAAS. The Contractor shall routinely report to OAAS any suspected fraud or abuse, and will monitor such activities as directed.

2.19. Implement Participant Complaint Process

- 2.19.1. The Contractor shall receive and work to address and/or resolve Participant complaints about access services, LTPCS program service delivery, and LTPCS providers and direct support workers.
- 2.19.2. For complaints about direct support workers and provider agencies that do not rise to the level of abuse, neglect, fraud, or licensing violation, the Contractor shall work with the Participant and provider agency to resolve the complaint. This may include offering freedom of choice of a different provider to the Participant.
- 2.19.3. The Contractor shall inform OAAS of any complaints alleging abuse, neglect, licensing violation, or fraud and take appropriate follow-up action with the appropriate regulatory and/or protective services agency (see procurement library in Section 7.11).
 - 2.19.3.1. Performance Indicator: Within fifteen (15) Calendar Days from the Contract Start Date, the Contractor shall submit its complaint policy and procedures to OAAS for approval.
 - 2.19.3.2. Contractor Reporting: Using a format to be approved by OAAS, the Contractor shall provide aggregate reports on a monthly basis; as well as detailed complaint information, including the original complaint documentation, upon request.

2.20. Develop Customer Satisfaction Survey

- 2.20.1. The Contractor shall develop a customer satisfaction survey that shall be approved by OAAS. It shall be conducted at least annually. Results shall be made available to OAAS upon request. The survey shall address, at a minimum, the following areas:
 - 2.20.1.1. Callers' general satisfaction with call center functions;
 - 2.20.1.2. Callers' satisfaction with the quality and timeliness of written materials mailed by the Contractor;
 - 2.20.1.3. Callers' satisfaction with the appropriateness of referrals made for services outside of those provided by LDH;

2.20.1.4. Participants' satisfaction with encounters with the Contractor's staff during face-to-face visits; and

2.20.1.5. Participants' satisfaction with the POC developed by the Contractor's staff.

2.21. Provide Adequate Training for Development of Plan of Care

In addition to the training specified in Section 2.25 the Contractor shall provide training which shall ensure that its staff is proficient in development of a person-centered POC. This training shall include, at a minimum, the following essential elements:

2.21.1. Identification of services which respond to Participants' current functional eligibility limitations, need for support systems or community support services.

2.21.2. Inclusion of family members, neighbors, caregivers, community members, friends, direct support workers and others into the person-centered POC.

2.21.3. Delineation of tasks which can be carried out in a respectful manner for the Participant, the family and those who support the Participant.

2.21.4. Ensuring that the Participant's requirements and desires are clearly stated and addressed.

2.22. Reporting Responsibility in Cases of Suspected Abuse, Neglect, or Exploitation

2.22.1. In instances of suspected neglect, abuse, exploitation, injuries of unknown origin, and/or misappropriation of Participant property for any Participant, the Contractor shall report to the appropriate agency (Adult Protective Services, Elderly Protective Services and/or LDH Health Standards Section) according to State law, using the form *Referral to OAAS for Suspected Abuse and/or Neglect*. See the procurement library in Section 7.11.

2.22.1.1. Performance Indicator: One hundred percent (100%) of all Participant complaints concerning alleged neglect, abuse, exploitation, and injuries of unknown origin will be handled according to State law. The Contractor shall report such complaints to Adult Protective Services or Elderly Protective Services immediately upon discovery.

2.22.1.2. Performance Indicator: Upon random file audit by OAAS, one hundred percent (100%) of sampled files concerning alleged neglect, abuse, exploitation, or injuries of unknown origin shall be found to contain all required documentation of appropriate, timely report and of the Contractor response to recommended actions.

2.22.1.3. Reporting Requirement: To be monitored by OAAS through random file audit.

2.22.2. The Contractor will use the EVV system to assist the State in detecting and determining fraud, waste, and abuse as follows:

- 2.22.2.1. For all face-to face interRAI HC assessments the Contractor will check the EVV system to verify the direct support worker is logged into the EVV system while working with the participant.
- 2.22.2.2. For all face-to-face interRAI HC assessments, quarterly monitoring home visits and all phone calls where a complaint of no direct support worker is received, the Contractor will check the EVV system to verify no billing or direct support worker clock in/clock out occurred for the dates provided at the time of the call. This information will be used to determine if fraudulent billing occurred and will be used for reporting both fraud and/or neglect, if such report is necessary.
- 2.22.2.3. Anytime the Contractor has been notified of a Participant entering a hospital or nursing facility, the Contractor will check the EVV system to determine if billing occurred. This data will be used to determine if fraudulent billing is/has occurred.
- 2.22.2.4. Anytime the Contractor is made aware of a Participant's arrest or a direct support worker's arrest, the Contractor will check the EVV system to determine if fraudulent billing is/has occurred.

2.23. Reporting Responsibilities in Cases of Suspected for Fraud, Waste and Abuse

2.23.1 The Contractor shall report instances of suspected fraud, waste and abuse , to LDH in accordance to OAAS procedure, using the form *Program Integrity Complaint Referral*. (See procurement library in Section 7.11.)

- 2.23.1.1. Performance Indicators: One hundred percent (100%) of suspected and/or alleged cases of fraud, waste and abuse will be handled according to OAAS procedure. The Contractor shall report suspected and/or alleged cases of fraud, waste, and abuse to OAAS immediately upon discovery, but no later than twenty-four (24) hours after discovery.
- 2.23.1.2. Performance Indicator: Upon random file audit by OAAS, one hundred percent (100%) of sampled files where suspected or alleged fraud, waste and abuse occurred shall be found to contain all required documentation of appropriate, timely report and of the Contractor response to recommended actions.
- 2.23.1.3. Reporting Requirement: To be monitored by OAAS through random file audit.

2.24. Communication Requirements

- 2.24.1. The Contractor shall make accommodations for applicants / Participants who require specialized communication.
 - 2.24.1.1. The Contractor shall provide accommodation for hearing-impaired applicants, both by telephone and when face-to-face.

- 2.24.1.2. The Contractor shall provide oral and written alternative communication formats (including braille) when requested.

2.24.2. Oral Interpretation Services

- 2.24.2.1. The Contractor shall make interpretation services, including real-time oral interpretation and the use of auxiliary aids such as TTY/TDD and American Sign Language (ASL), available free of charge to each applicant/Participant. This applies to all non-English languages and not just those that Louisiana specifically requires (Spanish). The Contractor may coordinate with the Louisiana Commission for the Deaf for American Sign Language interpretation services.
- 2.24.2.2. The Contractor shall notify applicants/Participants that interpretation services are available for any language and how to access those services.

2.24.3. Written Translation Services

- 2.24.3.1. The Contractor shall ensure that written materials are available in any language that is spoken as a primary language for four percent (4%) or more of Participants (see procurement library in Section 7.11). LDH will provide the Contractor with a list of these languages.
- 2.24.3.2. Contractor shall translate written materials into other languages upon request of requestors, Participants, or LDH within three (3) to ten (10) Business Days depending upon the nature of the document being requested.

2.24.4. Standards for Written Materials

- 2.24.4.1. When directed by OAAS, Contractor shall use OAAS-provided templates for written materials sent to Participants. These include but are not limited to HIPAA Notice of Privacy Practices documents, NVRA information, program descriptions, Participant rights and responsibilities documents, program choice documents, decision notices, notices of appeal rights, and other documents as needed and defined by OAAS.
 - 2.24.4.1.1. Examples of currently used templates are available in the Procurement Library in Section 7.11.
- 2.24.4.2. Where templates do not exist the Contractor shall provide other written program information in formats which are culturally appropriate and sensitive. These shall be submitted to OAAS for approval prior to being used.
- 2.24.4.3. Where templates do not exist the Contractor's systems must be capable of generating the necessary documents in the above mentioned formats in appropriate situations.

2.25. **Provide Adequate Training for All Contractor Staff**

The Contractor shall provide training to Contractor's staff to facilitate their accurate and appropriate performance of all functions mandated by this RFP.

Refer to Attachment V, question 26, when providing responses.

- 2.25.1. Training shall be conducted upon hire of the employee, annually, and at specified intervals, as needed, to ensure proper execution of the contract requirements. This training shall include an overview of LDH, OAAS Policy and Procedure Manuals, the requirements of the executed contract, and State and Federal regulations specific to individual job functions.
 - 2.25.2. The Contractor shall ensure that all staff members having contact with requestors and Participants receive initial and ongoing training with regard to their respective roles.
 - 2.25.3. The Contractor shall assure that appropriate staff attend OAAS-provided training at intervals designated by OAAS. Reports of all training completed shall be provided to OAAS upon request.
 - 2.25.4. The Contractor shall periodically assess the critical thinking and problem-solving skills of its staff and provide instruction for improvement where warranted.
 - 2.25.5. The Contractor shall assure that appropriate staff attend OAAS-provided training for initial interRAI HC assessment certification and training and annual refresher training.
 - 2.25.6. The Contractor must establish its own ongoing, in-service interRAI HC assessment training program based on OAAS approved training and State guidelines to maintain and update competencies.
 - 2.25.7. Assessors and supervisors must be re-certified in the correct use of the interRAI HC assessment by OAAS at least every three (3) years.
- 2.26. **Develop and Maintain Written Operations Manual**
- 2.26.1. The Contractor shall develop an Operations Manual that describes the Contractor's procedures for the requirements of the contract.
 - 2.26.1.1. Performance Indicator: The Contractor Operations Manual shall be delivered in electronic format to OAAS for review and approval thirty (30) Calendar Days prior to the Contract Start Date for review and approval by OAAS. The Contractor shall cooperate with OAAS to develop and maintain the protocols and business rules designed for the contract.
 - 2.26.1.2. Performance Indicator: OAAS will review and will approve or provide comments. If revisions are required, the Contractor shall have ten (10) Business Days to make revisions and to resubmit the manual to OAAS for approval.
 - 2.26.2. The Contractor shall update the Operations Manual at least on an annual basis, or upon the direction of OAAS. Substantive changes / updates to the manual must be reviewed

by OAAS prior to inclusion in the manual. A complete copy of the manual shall be submitted to OAAS at least annually.

2.27. Develop and Implement a Quality Assurance and Quality Improvement Plan

2.27.1. The Contractor shall develop a quality assurance/quality improvement (QA/QI) plan to assure effective performance of all deliverables. The plan shall include mechanisms for assessing quality of performance on all deliverables as well as a process for remedial action should performance fall below the indicators identified in this RFP, the contract, or below the measures and standards set by the Contractor in the QA/QI plan.

2.27.2. The QA/QI plan shall include measures and/or standards for all deliverables. The measurement of data shall utilize generally accepted methods for sampling, data extraction, auditing, and monitoring. The plan shall also specify frequency of reporting for each component of the plan. Though quarterly reporting of all elements of the plan is not required, the Contractor shall submit reports on internal quality program findings no less than quarterly. In addition to reporting performance findings, reports shall address remedial actions and systemic improvements undertaken to improve performance as needed, as well as the results of those actions and improvements.

2.27.3. Specific areas that must be addressed include:

2.27.3.1. Complaints

2.27.3.1.1. The Contractor shall create a record of all complaints received regarding Contractor or program performance and also summarize type and quantity of complaints received.

2.27.3.1.2. Frequency of reporting to OAAS / LDH should be specified in the Contractor's QA/QI plan, which will be determined by the statement of work.

2.27.3.1.3. In addition, the Contractor shall make both summary reports and records of individual complaints available to OAAS / LDH upon request.

2.27.3.2. Call Center and LOCET Quality

2.27.3.2.1. The Contractor will monitor a representative simple random sample of telephone calls utilizing a telephone audit tool supplied or endorsed by OAAS to measure:

2.27.3.2.1.1. accuracy of information provided by LOCET Intake Specialists as they provide information to callers;

2.27.3.2.1.2. accuracy of LOCET scoring; and

2.27.3.2.1.3. general management of the phone interview.

2.27.3.2.2. The Contractor will provide supervisory oversight with third party listening and scoring of LOCETs in the following percentages:

2.27.3.2.2.1. on fifteen percent (15%) of new intake specialists' calls for first three (3) months of work, and

2.27.3.2.2.2. on a minimum of a statistically valid sample to be determined by LDH.

2.27.3.2.3. Contractor Reporting: Contractor will submit quarterly and annual reports to OAAS which will include findings of the representative sampling of LOCET Intake Specialist calls, show how findings less than one hundred percent (100%) were remediated and what system improvement actions were implemented to address performance.

2.27.3.2.4. OAAS may audit a sample of the Contractor phone audits at will. The Contractor shall supply OAAS with telephonic recordings of their audit sample upon request and any other information as requested by OAAS.

2.27.3.3. Quality of Assessments and Plan of Care

2.27.3.3.1. The Contractor will examine a valid sample to be approved by OAAS and use a record review audit tool supplied or endorsed by OAAS to measure accuracy, completeness and timeliness of the interRAI HC assessments and POCs, and will remediate findings of less than one hundred percent (100%) compliance and demonstrate system improvement.

2.27.3.3.2. Contractor Reporting: The Contractor will submit quarterly and annual reports to OAAS which will include findings of the representative sampling of the interRAI HC assessment audits and POCs, how findings less than one hundred percent (100%) were remediated and what system improvement actions were implemented to address performance.

2.27.3.3.3. OAAS may audit the Contractor assessment audits at will, and the Contractor shall supply OAAS with any information required to facilitate this process.

2.27.3.4. Quality of Medical Deterioration Reviews

2.27.3.4.1. The Contractor will examine a valid sample to be approved by OAAS and use a record review audit tool supplied or endorsed by OAAS to measure accuracy, completeness and timeliness of the medical deterioration reviews, and will remediate findings of less than one hundred percent (100%) compliance and demonstrate what system improvements were implemented to address performance.

- 2.27.3.4.2. Contractor Reporting: The Contractor shall submit quarterly and annual reports to OAAS which will include findings of the representative sampling of the Medical Deterioration reviews, how findings less than one hundred percent (100%) were remediated and what system improvements were implemented to address performance. OAAS may audit the Contractor assessment audits at will, and the Contractor shall supply OAAS with any information required to facilitate this process.
- 2.27.4. The initial QA/QI plan shall be delivered to OAAS for review and approval no later than thirty (30) Calendar Days prior to the Contract Start Date. OAAS will review and provide comments for needed revisions. If revisions are required, the Contractor shall have ten (10) Business Days to make revisions and to resubmit the plan to OAAS for approval.
- 2.27.5. The Contractor will update the QA/QI plan on an annual basis and submit to OAAS for approval. Any substantial changes made to the QA/QI plan must be approved by OAAS.
- 2.28. **Participate in Meetings**
- 2.28.1. The Contractor shall provide the appropriate staff representation for attendance and participation in meetings scheduled by LDH. All meetings scheduled by LDH shall be considered mandatory unless otherwise indicated.
- 2.28.2. LDH reserves the right to attend any and all training programs and seminars conducted by the Contractor.
- 2.28.3. The Contractor shall coordinate meetings twice a year with OAAS for all Contractor staff. OAAS may use these meetings as training opportunities or for dissemination of other information to the Contractor's staff. Dates of meetings shall be agreed upon and approved by OAAS. Agenda items shall be reviewed and adjusted as necessary.
- 2.28.4. Contractor shall meet with OAAS twice a month face-to-face or via teleconference to address operational and quality issues.
- 2.28.5. Contractor shall participate in quarterly QA/QI meetings with OAAS.
- 2.28.6. In addition to the above, the Contractor shall meet upon request of LDH/OAAS to address issues related to the contract and programs. For all meetings, attendance by teleconference will be at the discretion of OAAS. OAAS shall have the right to identify specific Contractor staff for attendance at any meetings.

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3.0 STAFF REQUIREMENTS AND SUPPORT SERVICES

3.1. Staffing Requirements

Refer to Attachment V, questions 10, 11, 12, 13 (a-e) when providing responses.

- 3.1.1. The Contractor shall have in place the organizational, operational, managerial, and administrative systems capable of fulfilling all contract requirements.
- 3.1.2. The Contractor must employ sufficient staffing and utilize appropriate resources to achieve contractual compliance. The Contractor's staffing and resources must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and OAAS and LDH policy requirements. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by OAAS, including but not limited to requiring the Contractor to hire additional staff and application of Liquidated Damages as specified in Sections 6.10 - 6.13 of this RFP.
- 3.1.3. The Contractor shall comply with LDH Policy 47.1, "Criminal History Records Check of Applicants and Employees," which requires criminal background checks to be performed on all employees of Contractors who have access to electronic protected health information on Medicaid applicants and Recipients. The Contractor shall, upon request, provide LDH with a satisfactory criminal background check or an attestation that a satisfactory criminal background check has been completed for any of its staff or Subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of the contract.
- 3.1.4. The Contractor shall remove or reassign, upon written request from LDH, any employee, including a Subcontractor's employee, that LDH deems to be unacceptable. The Contractor shall hold LDH harmless for actions taken as a result hereto.
- 3.1.5. The Contractor must have access to sufficient personnel and/or resources to assist LDH in response to legal actions and requests, including but not limited to:
 - 3.1.5.1. Public record and discovery requests;
 - 3.1.5.2. Investigation of fraud and abuse, and assistance in the prosecution thereof; and
 - 3.1.5.3. Compliance with court orders, consent agreements or other legal mandates, by which LDH is legally bound.

3.2. Key Staff Positions

For the purposes of the contract, the key staff positions shall include the Executive Account Manager, the Deputy Account Manager, and the Quality Assurance Manager. Key staff must be domiciled in Louisiana.

- **Executive Account Manager** - Oversees all operations of the contract.

- **Deputy Account Manager** – Oversees the day to day work and oversees all operations of contract and performs duties of Executive Account Manager in his/her absence.
- **Quality Assurance Manager** – Responsible for overseeing all quality assurance measures outlined in this RFP.

3.3. Staffing Requirements for Telephone Counselors, Assessment Specialists, Assessment Specialist Supervisors and Staff Assigned to Technical or Management Positions

The Contractor shall provide sufficient numbers of staff with the requisite experience and training to execute the functions required by the contract in accordance with the specified performance criteria.

3.3.1. Telephone counselors (program screening, information and referral specialists) shall have:

- 3.3.1.1. Bachelor's degree in a Human Services Field
- 3.3.1.2. At least one (1) year of experience in working with older adults or persons with disabilities
- 3.3.1.3. Training and certification by OAAS in the use of the LOCET

3.3.2. Assessment specialists shall have:

- 3.3.2.1. Bachelor's degree in a Human Services Field or be a Registered Nurse (RN) with a current Louisiana license
- 3.3.2.2. At least one (1) year of experience in working with older adults or persons with disabilities
- 3.3.2.3. Training and certification by OAAS in the use of the interRAI HC assessment

3.3.3. Supervisor of assessment specialists shall have:

- 3.3.3.1. RN degree
- 3.3.3.2. Master of Social Work (MSW) degree may be substituted as long as the Contractor employs adequate number of RN quality management staff to serve as resources for the MSW
- 3.3.3.3. The requirements in 3.3.3.1 and 3.3.3.2 may be waived by OAAS if it is determined another personnel designee has the skill level required
- 3.3.3.4. At least one (1) year of experience in working with older adults or persons with disabilities
- 3.3.3.5. At least two (2) years of experience supervising professionals in a Human Services Field

- 3.3.3.6. Training and certification in the use of the interRAI HC assessment as conducted by OAAS
 - 3.3.4. Staff assigned to technical or management positions, such as data management and reporting or quality management and program compliance, shall have:
 - 3.3.4.1. Bachelor's degree
 - 3.3.4.2. At least one (1) year of experience in a Human Services Field
- 3.4. **Written Policies, Procedures, and Job Descriptions**
 - 3.4.1. The Contractor shall develop and maintain written policies, procedures and job descriptions for each functional area. The Contractor shall maintain written guidelines for developing, reviewing and approving all policies, procedures and job descriptions. All policies and procedures shall be reviewed at least annually to ensure that the Contractor's written policies reflect current practices. Reviewed policies shall be dated and signed by the Contractor's appropriate manager, coordinator, director or administrator. Minutes reflecting the review and approval of the policies by an appropriate committee are also acceptable documentation. Job descriptions shall be reviewed at least annually to ensure that current duties performed by the employee reflect written requirements.
 - 3.4.2. The Contractor's written policies, procedures and job descriptions for each functional area shall be delivered to OAAS for review and approval no later than thirty (30) Calendar Days prior to the Contract Start Date.
 - 3.4.3. LDH additionally reserves the right to review and approve all Contractor policies, procedures, protocols, and job descriptions upon request.

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4.0 SYSTEMS AND TECHNICAL REQUIREMENTS

4.1. General Requirements

Refer to Attachment V, questions 35a and 35b when providing responses.

Notes: The references to “the Contractor’s information system” and “the system(s)” refer to information systems owned by the Contractor or systems available to the Contractor for the specific purpose of meeting the requirements of this RFP.

- 4.1.1. Many of the IT functions required to perform the services described in this RFP already exist and are owned and maintained by OAAS. The Contractor is required to use these systems and communicate with these systems to carry out the Contractor’s internal processes.
- 4.1.2. The Contractor’s data systems shall employ a relational data model in its database architecture, which would entail the utilization of a relational database management system (RDBMS) such as Oracle®, DB2®, or SQL Server®. The Contractor’s application systems shall support query access using Structured Query Language (SQL). Standard connector technologies, such as Open Database Connectivity (ODBC) and/or Object Linking and Embedding (OLE), are desirable.
- 4.1.3. All Contractor applications, operating software, middleware, and networking hardware and software shall be able to interoperate as needed with LDH’s systems and shall conform to applicable standards and specifications set by LDH.
- 4.1.4. The Contractor shall minimize any necessary modifications to the State’s information systems in order to establish interoperability. All interfaces must be fully tested by the Contractor.
- 4.1.5. The Contractor’s IS shall have, and maintain, capacity sufficient to handle the workload projected for the Implementation and Go-Live of operations and shall be scalable and flexible so that it can be adapted as needed, within negotiated timeframes, in response to changes in the contract requirements.
- 4.1.6. The Contractor will be required to transmit all data for operational or analytical purposes to LDH on a regular schedule in XML format and/or other formats as agreed upon by LDH and the Contractor. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of LDH related to the data being transmitted. Files for this purpose will be transmitted via Secure File Transfer Protocol (SFTP) or by using a subsequent method as identified by OAAS, to LDH and/or its designee. A data sharing agreement, written in compliance with the State’s Information Security Policy, must be executed as part of the contract between the Contractor and LDH before any data may be exchanged. The data sharing agreement will identify the information to be transferred as well as specify the operational and security requirements of the exchange. Any modification of the fully executed data sharing agreement must be agreed to in writing by both parties.

- 4.1.7. The Contractor's IS shall have a service-oriented architecture in order to communicate with other systems managed by LDH and/or its Contractors.
- 4.1.8. The Contractor is responsible for procuring and maintaining hardware and software resources that are sufficient to successfully perform the services detailed in the contract.
- 4.1.9. The Contractor shall adhere to applicable State and Federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of the contract.
- 4.1.10. Unless explicitly stated to the contrary, the Contractor is responsible for all expenses it incurs in obtaining access to LDH systems—including systems maintained by other Contractors including but not limited to the Fiscal Intermediary—or resources that are necessary to supply the deliverables to be procured under this RFP. The Contractor is also responsible for all expenses incurred by LDH in obtaining access to the Contractor's systems or resources that are necessary for it to receive the deliverables to be procured under this RFP. Such expenses are inclusive of hardware, software, network infrastructure, and any and all licensing costs.
- 4.1.11. Any PHI, PII, or otherwise confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 4.1.12. 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).
- 4.1.13. Any Contractor use of flash drives or external hard drives for storage of Medicaid, PHI, or otherwise confidential data must first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- 4.1.14. All Contractor utilized computers and devices must:
 - 4.1.14.1. Be protected by industry standard virus protection software that is automatically updated on a regular schedule;
 - 4.1.14.2. Have installed all security patches that are relevant to the applicable operating system and any other system software;
 - 4.1.14.3. Ensure that encryption meeting FIPS 140-2 be enabled at the operating system level on systems containing protected health information;
 - 4.1.14.4. Ensure that all devices with storage, including laptops, containing confidential or protected information are readily identifiable and traceable to the Contractor's inventory; and
 - 4.1.14.5. Be protected from unauthorized access.
- 4.1.15. The Contractor shall allow LDH personnel, agents of the Louisiana Attorney General's Office or individuals authorized by LDH or the Louisiana Attorney General's Office and

upon request by CMS direct access to its data for the purpose of data mining and review.

- 4.1.16. The Contractor will provide all computer code and source files associated with applications, operating software, middleware, and networking hardware and software programs and tools developed to fulfil the requirements of the contract on a quarterly basis, or sooner when a major change in system functionality is implemented and put into production.

4.2. **HIPAA Standards and Code Sets**

- 4.2.1. The systems shall be able to transmit, receive and process data in current HIPAA-compliant or LDH specific formats and/or methods, including, but not limited to, secure File Transfer Protocol (FTP) or a subsequent method as identified by OAAS, over a secure connection such as a Virtual Private Network (VPN), that are in use at the start of systems Readiness Review activities.
- 4.2.2. All HIPAA-conforming exchanges of data between LDH (or its designated contractors) and the Contractor shall be subjected to the highest level of compliance as measured using an industry-standard HIPAA compliance checker.
- 4.2.3. The systems shall conform to the following HIPAA-compliant standards as amended for information exchange. Transaction types may include, but are not limited to, the following:
- ASC X12N 834 Benefit Enrollment and Maintenance;
 - ASC X12N 270/271 Eligibility/Benefit Inquiry/Response;
 - ASC X12N 278 Utilization Review Inquiry/Response;
- 4.2.4. The Contractor shall not revise or modify standardized forms or formats.
- 4.2.5. Transaction types are subject to change and the Contractor shall comply with applicable Federal and HIPAA standards and regulations as they occur.
- 4.2.6. The Contractor shall adhere to national standards and standardized instructions and definitions that are consistent with industry norms that are developed jointly with LDH. These shall include, but not be limited to, HIPAA based standards, and Federal safeguard requirements including signature requirements described in the CMS State Medicaid Manual.

4.3. **Connectivity**

- 4.3.1. LDH requires the Contractor interface with LDH, the Medicaid Fiscal Intermediary (FI), OAAS Participant Tracking System (OPTS), and other parties as designated by OAAS. The Contractor must have capacity for real time connectivity to all systems approved by LDH, including systems owned by LDH and others approved by LDH but managed by external entities.

- 4.3.2. The Contractor must have the capability and shall allow authorized LDH personnel to have real-time read-only connectivity to the Contractor's system as remote connections from LDH offices. Furthermore, LDH staff or other individuals authorized by LDH, shall have direct read-only access to its data for the purpose of data mining, monitoring and review.
- 4.3.3. The systems shall conform and adhere to the data and document management standards of LDH and its FI, inclusive of standard transaction code sets.
- 4.3.4. The Contractor's systems shall utilize mailing address standards in accordance with the United States Postal Service.
- 4.3.5. All information, whether data or documentation, and reports that contain and/or reference information involving or arising out of the contract, is owned by LDH. The Contractor is expressly prohibited from sharing or publishing such information and/or reports without the prior written consent of LDH. In the event of a dispute regarding the sharing or publishing of information and/or reports, LDH's decision on this matter shall be final.
- 4.3.6. The MMIS processes claims and payments for covered Medicaid services within the Fee-for-Service Medicaid program. LDH will require the Contractor to comply with all transitional requirements as necessary should LDH contract with a new FI for the operation of MMIS, or if the existing FI changes or upgrades its system during the contract, at no cost to LDH or its FI.
- 4.3.7. The Contractor shall be responsible for all initial and recurring costs required for access to LDH system(s), as well as LDH access to the Contractor's system(s). These costs include, but are not limited to, hardware, software, licensing, and authority/permission to utilize any patents, annual maintenance, support, and connectivity with LDH, and the FI.

4.4. **OAAS Systems**

The OAAS Participant Tracking System (OPTS) contains Participant demographic and contact information, information related to the Participant's initial and subsequent LOCET screenings and PASRR (Pre-Admission Screening and Resident Review) information (if any). This is OAAS' system of record for Participant demographic information. This program is continuing to develop in its robustness and capacity to house more information. The OAAS identified assessment system contains Participant information related to the interRAI HC (MDS-HC) assessment, the Client/Clinical Assessment Protocols (CCAP) and the POC. This is OAAS's system of record for Participant in-home screening and assessment for individualized care. LaSRS is the EVV system, which also houses the prior authorizations for approved OAAS services. SharePoint will be utilized for processing appeals.

These are the systems used by OAAS and OAAS reserves the right to change these systems at any time. OAAS will require the Contractor to comply with all transitional requirements as necessary to maintain critical business operations should LDH change or upgrade its system during the contract, at no cost to LDH or its FI. Please see Attachment X "Information Security Requirements" for additional information.

4.5. Hardware and Software

The Contractor must maintain hardware and software necessary to meet the requirements of the contract. This includes, but is not limited to call center operations, authorized services operations, and Participant services.

4.5.1. Desktop Workstation Hardware:

Networked PC capable of running Microsoft Windows 10 or later operating system.

4.5.2. Desktop Workstation Software:

4.5.2.1. Operating system shall be Microsoft Windows 10 or later;

4.5.2.2. The most current version of any web browser that is capable of resolving JavaScript and ActiveX scripts;

4.5.2.3. The Contractor must use the LDH encrypted email format to protect all Participant Protected Health Information (PHI) present. Email users should be periodically (at least annually) trained in the appropriate use of secure email functionality with respect to PHI;

4.5.2.4. An office productivity suite such as Microsoft Office that is compatible with Microsoft Office 2010 or later;

4.5.2.5. Each workstation connected to the Internet shall have anti-virus, anti-spam, and anti-malware software. Regular and frequent updates of the virus definitions and security parameters of these software applications should be established and administered; and

4.5.2.6. A desktop compression/encryption application that is compatible with WinZIP v19.0.

4.6. Network and Back-up Capabilities

The Contractor shall:

4.6.1. Establish a local area network or networks as needed to connect all appropriate workstation personal desktop computers;

4.6.2. Establish appropriate hardware firewalls, routers, and other security measures so that the Contractor's computer network is protected against unauthorized access;

4.6.3. Establish appropriate back-up processes that ensure the back-up to secure, off-site storage, archival, and ready retrieval/recovery of mainframe (when applicable), network server data and desktop workstation data;

4.6.4. Ensure that network hardware is protected from electrical surges, power fluctuations, and power outages by using appropriate uninterruptible power systems (UPS) and surge protection devices; and

- 4.6.5. Establish independent generator back-up power capable of supplying necessary power for a minimum of four (4) Calendar Days for all IS and supporting infrastructure.

4.7. **Resource Availability and Systems Changes**

4.7.1. Resource Availability

- 4.7.1.1. The Contractor shall provide Systems Help Desk services to LDH, and its FI that have direct access to the data in the Contractor's systems.
- 4.7.1.2. The Contractor shall provide a contact person(s) with extensive knowledge of the Contractor's data systems who can assist LDH personnel with explanation of data, troubleshooting, and resolution of issues that arise with the Contractor's data systems.

4.7.2. Systems Quality Assurance Plan

- 4.7.2.1. The Contractor shall ensure that written systems process and procedure manuals document and describe all manual and automated system procedures for its information management processes and IS.
- 4.7.2.2. The Contractor shall ensure that the IS documentation requirements are submitted to LDH for approval no later than thirty (30) Calendar Days before the Go-Live Date.
- 4.7.2.3. At a minimum, the Systems Quality Assurance Plan must address the following:
 - 4.7.2.3.1. The Contractor shall develop, prepare, print, maintain, produce, and distribute to LDH distinct systems design and management manuals, user manuals and quick reference guides, and any updates.
 - 4.7.2.3.2. The Contractor shall ensure the systems user manuals contain information about, and instruction for, operating applicable systems and accessing applicable system data.
 - 4.7.2.3.3. The Contractor shall update the appropriate manuals when a system change is implemented.
 - 4.7.2.3.4. The Contractor shall ensure all aforementioned manuals and reference Guides are available in printed form and on-line;
 - 4.7.2.3.5. The Contractor shall update the electronic version of these manuals within three (3) Business Days, and update printed versions within ten (10) Business Days of the actual update; and
 - 4.7.2.3.6. The Contractor shall provide to LDH documentation describing its Systems Quality Assurance Plan.

- 4.7.2.4. At least ninety (90) Calendar Days prior to projected date of change, the Contractor shall notify LDH staff of major changes, upgrades, modification or updates to application or operating software associated with the following:
 - 4.7.2.4.1. Service authorization management system;
 - 4.7.2.4.2. Data management system;
 - 4.7.2.4.3. Conversions of core transaction management systems;
 - 4.7.2.4.4. System or data security; and
 - 4.7.2.4.5. Changes to any other system to which LDH has access.
- 4.7.2.5. Unless otherwise agreed to in advance by LDH, the Contractor shall not schedule systems unavailability to perform system maintenance, repair and/or upgrade activities to take place during hours that can compromise or prevent critical business operations.
- 4.7.2.6. The Contractor shall work with LDH pertaining to any testing initiative as required by LDH and shall provide sufficient system access to allow testing of the Contractor's system by LDH, its FI, and/or other affected external entities.

4.8. Other Electronic Data Exchange

- 4.8.1. The Contractor's system shall scan, house, and retain indexed electronic images of documents to be used by Participants and providers to transact with the Contractor and that are reposed in appropriate database(s) and document management systems in order to maintain the logical relationships to certain key data, including Participant identification, provider identification numbers and claim identification numbers. The Contractor shall ensure that records associated with a common event, transaction or customer service issue have a common index that will facilitate search, retrieval and analysis of related activities, such as interactions with a particular Participant about a reported problem.

4.9. Electronic Messaging

The Contractor shall provide a continuously available electronic mail communication link (email system) to facilitate communication with LDH. This email system shall be capable of attaching and sending documents created using software compatible with LDH's installed version of Microsoft Office (currently 2016) and any subsequent upgrades as adopted. LDH secure email format must be used.

- 4.9.1. As needed, the Contractor shall be able to communicate with LDH over a secure Virtual Private Network (VPN).
- 4.9.2. The Contractor shall comply with national standards for submitting protected health information (PHI) electronically and shall set up a secure emailing system that is password protected and encrypted for both sending and receiving any protected health

information in cases where LDH and the Contractor do not make use of a common secure encrypted transport mechanism.

4.10. Eligibility Data Exchange

The Contractor shall:

- 4.10.1. Receive, process and update files, utilizing the State's Secure File Transfer Solution, for those cases requiring Medicaid to provide a social security disability determination;
- 4.10.2. Receive, process and update files sent by the FI, utilizing the State's Secure File Transfer Solution, for eligibility updates; and
- 4.10.3. Institute measures to prevent the creation of duplicate Participant records.

4.11. Information Systems Availability

The Contractor shall:

- 4.11.1. Not be responsible for the availability and performance of systems and IT infrastructure technologies outside of the Contractor's span of control.
- 4.11.2. Ensure that at a minimum all System functions and information are available to the applicable system users between the hours of 7a.m. and 7p.m., Central Time, Monday through Friday.
- 4.11.3. Ensure that the systems and processes within its span of control associated with its data exchanges with LDH, FI, Data Management Contractor and other LDH-designated contractors are available and operational.
- 4.11.4. Ensure that in the event of a declared disaster, barring situations in which the Contractor call center is inoperable, the Contractor shall continue to provide adequate staff to continue to conduct and facilitate LOCET processes with nursing facility and hospital staff.
- 4.11.5. Notify designated LDH staff via phone, fax and/or electronic mail within sixty (60) minutes of discovery of a problem within or outside the Contractor's span of control that may jeopardize or is jeopardizing availability and performance of system functions and the availability of critical information as defined in this Section, including any problems impacting scheduled exchanges of data between the Contractor and LDH and other entities. In its notification, the Contractor shall explain in detail the impact to critical path processes such as LOCET processes with nursing facility and hospital staff.
- 4.11.6. Notify designated LDH staff via phone, fax, and/or electronic mail within fifteen (15) minutes of discovery of a problem that results in problems in on-line access to system functions and information during a Business Day, in order for the applicable work activities to be rescheduled or handled based on system unavailability protocol.

- 4.11.7. Provide information on system unavailability events, as well as status updates on problem resolution, to appropriate LDH staff. At a minimum these updates shall be provided on an hourly basis and made available via phone and/or electronic mail.
- 4.11.8. Resolve and implement system restoration within sixty (60) minutes of official declaration of unscheduled system unavailability of critical functions caused by the failure of system and telecommunications technologies within the Contractor's span of control. Unscheduled system unavailability to all other system functions caused by system and telecommunications technologies within the Contractor's span of control shall be resolved, and the restoration of services implemented, within eight (8) hours of the official declaration of system unavailability.
- 4.11.9. Cumulative systems unavailability caused by systems and/or IS infrastructure technologies within the Contractor's span of control shall not exceed twelve (12) hours during any continuous twenty (20) Business Day period.
- 4.11.10. Within five (5) Business Days of the occurrence of a problem with system availability, the Contractor shall provide LDH with full written documentation that includes a corrective action plan describing how the Contractor will prevent the problem from reoccurring.

4.12. Contingency Plan

- 4.12.1. The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a Contingency Plan to protect the availability, integrity, and security of data during a disaster, emergency, or other unexpected event (either natural or man-made) to continue essential application or system functions during or immediately following a disaster, emergency, or other unexpected event.
- 4.12.2. The Contingency Plan shall include a Disaster Recovery Plan (DRP) and a Business Continuity Plan (BCP).
- 4.12.3. The Contingency Plan must be submitted to LDH for approval no later than thirty (30) Calendar Days prior to the Go-Live Date and annually by April thirtieth (30th) of each contract year. If the Contingency Plan is unchanged from the previous year and was previously approved by LDH, the Contractor shall submit a certification to LDH that the prior year's Contingency Plan is still in place. The Contractor shall annually test, by April thirtieth (30th) of each contract year, its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore system functions.
- 4.12.4. At a minimum, the Contingency Plan shall address the following scenarios:
 - 4.12.4.1. The central computer installation and resident software are destroyed or damaged;
 - 4.12.4.2. System interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transactions that are active in a live system at the time of the outage;

- 4.12.4.3. System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system;
- 4.12.4.4. System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the system, such as it causes unscheduled system unavailability; and
- 4.12.4.5. The Plan shall specify projected recovery times and data loss in the event of a disaster.
- 4.12.5. In the event the Contractor fails to demonstrate through these tests that it can restore systems functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) Business Days of the conclusion of the test. The corrective action plan shall include the successful execution of the tests to restore systems function.

4.13. Off-Site Storage and Remote Back-up

- 4.13.1. The Contractor shall provide for secure off-site storage and a remote back-up of operational data, operating instructions, procedures, reference files, system documentation, and operational files.
- 4.13.2. The data back-up policy and procedures shall include, but not be limited to:
 - 4.13.2.1. Descriptions of the controls for back-up processing, including how frequently back-ups occur;
 - 4.13.2.2. Documented back-up procedures;
 - 4.13.2.3. The location of data that has been backed up (off-site and on-site, as applicable);
 - 4.13.2.4. Identification and description of what is being backed up as part of the back-up plan; and
 - 4.13.2.5. Any change in back-up procedures in relation to the Contractor's technology changes.
- 4.13.3. LDH shall be provided with a list of all back-up files to be stored at remote locations and the frequency with which these files are updated.

4.14. Records Retention

- 4.14.1. The Contractor shall have online retrieval and access to documents and files for six (6) years in live systems for audit and reporting purposes, ten (10) years in archival systems from the date that the document(s) and/or file(s) are created. If an audit or administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are

unresolved, information shall be kept in electronic form until all tasks or proceedings are completed.

- 4.14.2. The historical data submission shall be retained for a period not less than six (6) years, following generally accepted retention guidelines.
- 4.14.3. Audit trails shall be maintained online for no less than six (6) years; additional history shall be retained for no less than ten (10) years and shall be provided within forty-eight (48) hour turnaround, or better, on request for access to information in machine readable form, that is between six (6) to ten (10) years old.

4.15. Information Security and Access Management

The Contractor's system shall:

- 4.15.1. Employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:
 - 4.15.1.1. Establish unique access identification per Contractor employee and/or Contractor;
 - 4.15.1.2. Restrict access to information on a "least privilege" basis, such as users permitted inquiry privileges only, will not be permitted to modify information;
 - 4.15.1.3. Restrict access to specific system functions and information based on an individual user profile, including inquiry only capabilities; global access to all functions shall be restricted to specified staff jointly agreed to by LDH and the Contractor; and
 - 4.15.1.4. Make system information available to the Contract Monitor and other duly authorized representatives of LDH and other State and Federal agencies to evaluate, through inspections or other means, the quality, appropriateness and timeliness of services performed.
 - 4.15.1.5. Contain controls to maintain information integrity. These controls shall be in place at all appropriate points of processing. The controls shall be tested in periodic and spot audits following a methodology to be developed by the Contractor and LDH.
 - 4.15.1.6. Ensure that audit trails are incorporated into all systems to allow information on source data files and documents to be traced through the processing stages to the point where the information is finally recorded. The audit trails shall:
 - 4.15.1.6.1. Contain a unique username or log-on ID, IP address or terminal ID, the date, and time of any create/modify/delete action and, if applicable, the ID of the system job that effected the action;
 - 4.15.1.6.2. Have the date and identification "stamp" displayed on any on-line inquiry;

- 4.15.1.6.3. Have the ability to trace data from the final place of recording back to its source data file and/or document;
 - 4.15.1.6.4. Be supported by listings, transaction reports, update reports, transaction logs, or error logs;
 - 4.15.1.6.5. Facilitate auditing of individual records as well as batch audits; and
 - 4.15.1.6.6. Have inherent functionality that prevents the alteration of finalized records.
- 4.15.2. Provide for the physical safeguarding of its data processing facilities and the systems and information housed therein. The Contractor shall provide LDH with access to data facilities upon request. The physical security provisions shall be in effect for the contract term;
 - 4.15.3. Restrict perimeter access to equipment sites, processing areas, and storage areas through a card key or other comparable system, as well as provide accountability control to record access attempts, including attempts of unauthorized access;
 - 4.15.4. Include physical security features designed to safeguard processing, server, and storage sites through required provision of fire retardant capabilities, as well as smoke and electrical alarms, monitored by security personnel according to industry best practices;
 - 4.15.5. Put in place procedures, measures, and technical and physical security to prohibit unauthorized access to the regions of the data communications network inside of a Contractor's span of control. This includes, but is not limited to, any provider or Participant service applications that are directly accessible over the Internet. Such applications shall be appropriately isolated to ensure appropriate access;
 - 4.15.6. Ensure that remote access users of its systems can only access said systems through two-factor user authentication and via methods such as Virtual Private Network (VPN); and
 - 4.15.7. Comply with recognized industry standards governing security of State and Federal automated data and information processing systems. As a minimum, the Contractor shall conduct a security risk assessment as part of the systems Readiness Review and communicate the results in an information security plan provided no later than fifteen (15) Calendar Days after the contract award. The risk assessment shall also be made available to appropriate Federal agencies.

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5.0 GENERAL REQUIREMENTS

5.1. General Requirements

As required in 42 CFR 455.104(a), the Contractor shall provide LDH with full and complete information on the identity of each person or corporation with an ownership interest of five percent (5%) or more in the corporation, or any subcontractor in which the Contractor has five percent (5%) or more ownership interest. This information shall be provided to LDH on the approved Disclosure Form submitted to LDH with the proposal, annually thereafter, and whenever changes in ownership occur. (See Attachment XI – Ownership and Disclosure Information Entity/Business).

- 5.1.1. The Contractor shall be responsible for the administration and management of its requirements and responsibilities under the contract with LDH and any and all LDH issued policy manuals and guides. The same requirements and responsibilities apply to all subcontractors, employees, agents and anyone acting for or on behalf of the Contractor.
- 5.1.2. The Contractor's administrative office shall be operational, at a minimum, during Business Hours.
- 5.1.3. The Contractor shall maintain appropriate personnel to respond to administrative inquiries from LDH during Business Hours. The Contractor must respond to calls within one (1) Business Day.
- 5.1.4. The Contractor shall comply with all current State and Federal laws, regulations, and administrative procedures that are or become effective during the term of the contract. LDH is not precluded from implementing any changes in State or Federal laws, rules or administrative procedures that become effective during the contract term.

5.2. Insurance Requirements

5.2.1. General Insurance Information

- 5.2.1.1. The Contractor shall not commence work under the contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the insurance company shall be filed with LDH for approval. The Contractor shall be named as the insured on the policy.
- 5.2.1.2. The Contractor shall not allow any subcontractor to commence work on a subcontract until all similar insurance required for the subcontractor has been obtained and approved, in accordance with Section 5.2.2.2.
- 5.2.1.3. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval by LDH before work is commenced. Said policies shall not be canceled, permitted to expire, or changed without thirty (30) Calendar Days' notice in advance to LDH and consent by LDH in writing. The policies shall provide for the required notice to LDH.

5.2.2. Workers' Compensation Insurance

- 5.2.2.1. Before any work is commenced, the Contractor shall obtain and maintain during the contract term, Workers' Compensation Insurance for all of the Contractor's employees that provide services under the contract.
- 5.2.2.2. In case any work is sublet, the Contractor shall require that any subcontractor and/or contract providers obtain all similar insurance prior to commencing work. Any such insurance procured by a subcontractor shall be submitted to LDH for approval prior to commencing any work.
- 5.2.2.3. The Contractor shall furnish proof of adequate coverage of insurance by a certificate of insurance submitted to LDH during the Readiness Review and annually thereafter or upon change in coverage and/or carrier.
- 5.2.2.4. 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 with a minimum limit of one million dollars (\$1,000,000) per accident/per disease/per employee for the protection of such employees not protected by the Workers' Compensation Statute.
- 5.2.2.5. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.
- 5.2.2.6. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement may be waived for Worker's Compensation coverage only.

5.2.3. Commercial Liability Insurance

- 5.2.3.1. The Contractor shall maintain, during the life of the contract, Commercial General Liability Insurance which shall protect the Contractor, LDH, 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 LDH.
- 5.2.3.2. Such insurance shall name LDH as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors.
- 5.2.3.3. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general annual aggregate of two million dollars (\$2,000,000). The

Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

5.2.4. 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 one million dollars (\$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. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

5.2.5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of one million dollars (\$1,000,000). Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) Calendar Days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

5.2.6. 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. Any and all insurance procured by a subcontractor shall be submitted upon LDH request.

5.2.7. Insurance Covering Special Hazards

Special hazards as determined by LDH 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.

5.3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

5.4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

5.4.1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

5.4.2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

5.4.3. All Coverages

All policies must be endorsed to require thirty (30) Calendar Days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

5.5. **Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) Calendar Days.

5.6. Requirements Regarding Major Subcontractors

- 5.6.1. The Contractor shall submit all major subcontracts for the provision of any services under this RFP to LDH for prior review and approval.
- 5.6.2. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
- 5.6.3. All subcontracts executed by the Contractor pursuant to this Section shall, at a minimum, include the terms and conditions listed in Section 10 of this RFP. No other terms or conditions agreed to by the Contractor and its subcontractor shall negate or supersede the requirements in Section 10.

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6.0 CONTRACT MONITORING AND COMPLIANCE

6.1. Monitoring Oversight

LDH-OAAS will be responsible for the primary oversight of the contract. As appropriate, LDH-OAAS will provide clarification of Contractor requirements and LDH-BHSF shall be the ultimate authority and interpreter of Medicaid policy and regulations.

6.2. Contract Personnel

6.2.1. Liaisons

The Contractor shall designate an employee of its administrative staff to act as the primary liaison between the Contractor and LDH for the duration of the contract. LDH-OAAS will be Contractor's principal point of contact and shall receive all inquiries and requests for interpretation regarding the contract and all required reports unless otherwise specified in the contract. The Contractor shall also designate a member of its senior management who shall act as a liaison between the Contractor's senior management and LDH when such communication is required. If different representatives are designated after approval of the contract, notice of the new representative shall be provided in writing within seven (7) Calendar Days of the designation.

6.2.2. Contract Monitor

OAAS will provide a Contractor monitor.

6.3. Notices

6.3.1. Any notice given to a party under the contract is deemed effective, if addressed to the party as addressed below, upon: (i) delivery; (ii) receipt of a confirmed transmission by facsimile or email if a copy of the notice is sent by another means specified in this Section;

Shelley Stubbs
Louisiana Department of Health
Office of Aging and Adult Services
Phone: 225-219-4435
E-mail: shelley.stubbs@la.gov

6.3.2. Either party may change its address for notification purposes by providing written notice stating the change, effective date of change and setting forth the new address at least ten (10) Calendar Days prior to the effective date of the change of address. If different representatives are designated after execution of the contract, notice of the new representative will be given in writing to the other party within seven (7) Calendar Days of the designation and attached to originals of the contract.

6.4. Notification of Contractor Policies and Procedures

LDH will provide the Contractor with updates to attachments, information and interpretation of all Federal and State laws, regulations, policies, procedures, and guidelines applicable to the provision of

services under the contract. The Contractor will submit written requests to LDH for additional clarification, interpretation or other information. Provision of such information does not relieve the Contractor of its obligation to keep informed of applicable Federal and State laws related to its obligations under the contract.

6.4.1. Ongoing Contract Monitoring

LDH, or its designee, will monitor the Contractor's performance to assure the Contractor is in compliance with the contract provisions. However, this does not relieve the Contractor of its responsibility to continuously monitor its own performance in compliance with the contract provisions.

6.4.2. LDH or its designee will monitor the operation of the Contractor for compliance with the provisions of the contract, and applicable Federal and State laws and regulations. Inspection may include the Contractor's facilities, as well as auditing and/or review of all records developed under the contract including, but not limited to, periodic file audits, grievances, utilization and financial records, review of the management systems and procedures developed under the contract and any other areas or materials relevant or pertaining to the contract.

6.4.3. The Contractor shall provide access to documentation, medical records, premises, and staff as deemed necessary by LDH.

6.4.4. The Contractor shall have the right to review and comment on any of the findings and recommendations resulting from contract monitoring and audits, except in the cases of fraud investigations or criminal action. However, once LDH finalizes the results of monitoring and/or audit reports, the Contractor must comply with all recommendations resulting from the review. Failure to comply with recommendations for improvement may result in Liquidated Damages, and/or sanctions.

6.5. Veteran and Hudson Initiative Programs Reporting Requirements

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

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.

6.6. Contract Non-Compliance

When LDH identifies that the Contractor is not compliant with the terms of the contract, LDH may pursue administrative actions, Corrective Action Plans (CAPs), Liquidated Damages, and/or termination of the contract.

6.7. Administrative Actions

Administrative actions exclude corrective action plans, Liquidated Damages and termination and include, but are not limited to:

- 6.7.1. A warning through written notice or consultation;
- 6.7.2. Education requirements regarding program policies and procedures;
- 6.7.3. Review of Contractor business processes;
- 6.7.4. Referral for review by appropriate professional organizations; and/or
- 6.7.5. Referral to the Office of the Attorney General for fraud investigation.

6.8. Corrective Action Plans

LDH may require the Contractor to develop a Corrective Action Plan (CAP) that includes the steps to be taken by the Contractor to obtain compliance with the terms of the contract.

- 6.8.1. LDH shall approve and monitor implementation of the CAP through available reporting resources, on-site evaluations, or requested status reports.
- 6.8.2. The CAP must include a timeframe for anticipated compliance and a date certain for the correction of the occurrence.
- 6.8.3. LDH may impose Liquidated Damages if the terms of the CAP are not met. Liquidated Damages will continue until satisfactory correction of the occurrence has been made as determined by LDH.
- 6.8.4. LDH shall utilize the following guidelines to determine whether a CAP report is correct and complete:
 - 6.8.4.1. Performance Indicator: The report must contain one hundred percent (100%) of the Contractor's data;
 - 6.8.4.2. Performance Indicator: Ninety-nine percent (99%) of the required items for the report must be completed; and
 - 6.8.4.3. Performance Indicator: Ninety-nine and one-half percent (99.5%) of the data for the report must be accurate as determined by edit specifications/review guidelines set forth by LDH.

6.9. Retainage

- 6.9.1. LDH shall secure a retainage of ten percent (10%) from all billings under the contract as surety for performance.

6.9.2. On successful completion of deliverables, the retainage amount, minus the amount of any Liquidated Damages assessed by LDH against the Contractor, may be released on an annual basis at the end of each fiscal year.

6.9.3. Within ninety (90) Calendar Days of the termination of the contract, if the Contractor has performed the contract services to the satisfaction of LDH and all invoices appear to be correct, LDH shall release all retained amounts to the Contractor, minus the amount of any Liquidated Damages assessed by LDH against the Contractor.

6.10. Liquidated Damages

6.10.1. LDH expects that the Contractor must perform its responsibilities and tasks as specified in the contract and will address the majority of the project "risks" related to Contractor performance through the assessment of Liquidated Damages.

6.10.2. LDH has established Liquidated Damages to provide a means for LDH to obtain the services and level of performance required for successful operation of the contract.

6.11. General Provisions for Liquidated Damages

6.11.1. LDH's failure to assess Liquidated Damages in one (1) or more of the particular instances described herein will in no event waive the right for LDH to assess additional Liquidated Damages.

6.11.2. LDH reserves the right to pursue recovery of actual losses resulting from the failure of the Contractor to perform, in addition to the specific Liquidated Damages noted.

6.11.3. Liquidated Damages will start to accrue immediately upon the Contractor's deficiency.

6.11.4. Liquidated Damages shall stop accumulating upon written acceptance by LDH of Contractor's corrective action.

6.11.5. LDH must notify the Contractor in writing for any default specified herein, and such Liquidated Damages will be paid by the Contractor within thirty (30) Calendar Days of LDH's written notice.

6.11.6. LDH will have the right to deduct the amount of any Liquidated Damages assessed by LDH against the Contractor from amounts otherwise payable to the Contractor under the contract including the release of retainage amounts.

6.11.7. LDH will provide written notice ten (10) Calendar Days prior to the assessment of any Liquidated Damages. This notice may allow the opportunity for a written response to LDH within ten (10) Calendar Days regarding any considerations that may be applicable to the Liquidated Damages being considered.

6.12. Imposing Liquidated Damages

6.12.1. The decision to impose Liquidated Damages may include consideration of some or all of the following factors:

- 6.12.1.1. The duration of the violation;
- 6.12.1.2. Whether it was corrected on or before the tenth (10th) Calendar Day after LDH issued written notice of the violation;
- 6.12.1.3. Whether the violation (or one (1) that is substantially similar) has previously occurred;
- 6.12.1.4. The Contractor's history of compliance;
- 6.12.1.5. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
- 6.12.1.6. The "good faith" exercised by the Contractor in attempting to stay in compliance.

6.13. Amounts for Liquidated Damages

- 6.13.1. In the event the Contractor fails to meet the requirements during the contract, LDH may assess Liquidated Damages against the Contractor in the amounts specified. If assessed, the Liquidated Damages will be used to reduce LDH's payments to the Contractor or if the Liquidated Damages exceed amounts due from LDH, the Contractor will be required to make cash payments for the amount in excess.
 - 6.13.1.1. The Contractor will be assessed two hundred dollars (\$200.00) per Business Day, per report for late submission of any required report.
 - 6.13.1.2. The Contractor will be assessed five hundred dollars (\$500.00) per Business Day for failure to fill vacant contractually required key staff positions within ninety (90) Calendar Days of vacancy - beginning the ninety-first (91st) day of vacancy until filled with an employee approved by LDH.
 - 6.13.1.2.1. Key staff positions are defined as the Executive Account Manager, Deputy Account Manager and the Quality Assurance Manager.
 - 6.13.1.3. The Contractor will be assessed two hundred dollars (\$200.00) per applicant/Participant, per instance for failure to maintain all applicant/Participant files and perform all file updates according to the requirements in the contract, as evidenced in applicant/Participant files when reviewed during monitoring site visit or any other monitoring performed by LDH.
 - 6.13.1.4. The Contractor will be assessed one hundred dollars (\$100.00) per day per invoice for each Calendar Day an invoice remains not-submitted beyond the tenth (10th) Business Days after the stated due date.
 - 6.13.1.5. The Contractor will be assessed two hundred dollars (\$200.00) per LOCET per day for each Calendar Day a LOCET remains uncompleted beyond the second (2nd) Business Day following initial contact.

- 6.13.1.6. After LOCET completion, the Contractor will be assessed two hundred dollars (\$200.00) per day for each day beyond the third (3rd) Business Day that a decision letter is not mailed out.
- 6.13.1.7. The Contractor will be assessed for late LOCETs for hospital / APS / EPS clients when the standard of ninety percent (90%) is not met. Contractor will be assessed two hundred dollars (\$200.00) per day for each day a LOCET is not completed beyond the second (2nd) Business Day.
- 6.13.1.8. For initial face-to-face interRAI HC assessments, LDH will pay one hundred percent (100%) of the per assessment amount if the assessment is completed within two (2) Business Days from initial contact (or from completion of LOCET) for applicants in hospitals or OAAS-referred Protective Services clients. If the Contractor does not meet a standard of ninety percent (90%) compliance, the Contractor will be assessed two hundred dollars (\$200.00) per day for each Calendar Day an applicant is not assessed beyond the second (2nd) Business Day.
- 6.13.1.9. For hospital and APS interRAI HC assessments completed from three (3) to fourteen (14) Business Days from initial contact (or from completion of LOCET), LDH will withhold three hundred dollars (\$300.00) per day for each Calendar Day an applicant is not assessed beyond the fourteenth (14th) Business Day.
- 6.13.1.10. The Contractor will be assessed two hundred dollars (\$200.00) per day for each Calendar Day an applicant/Participant is not assessed (interRAI HC assessment) beyond the fourteenth (14th) Business Day from initial contact (or from completion of LOCET).
- 6.13.1.11. The Contractor will be assessed five hundred dollars (\$500.00) for each instance of not having a representative present for a scheduled LOCET or interRAI HC assessment appeal hearing.
- 6.13.1.12. The Contractor will be assessed two hundred dollars (\$200.00) per day for each Calendar Day a Participant is not contacted beyond the sixtieth (60th) Calendar Day following the date of their previous contact.
- 6.13.2. LDH may assess up to five hundred dollars (\$500.00) per day for each Calendar Day for each instance of Contractor's non-performance of a duty that is not explicitly identified in each outcome's performance measures.
- 6.13.3. The Contractor must report all instances of non-performance to LDH as soon as the non-performance issue is detected by submitting an initial incident summary report.
 - 6.13.3.1. The initial incident summary report must be submitted in writing and via email (including text message, pager, and any other relevant form of communication as determined by LDH) to LDH within twenty-four (24) hours of the incident. The Contractor will be assessed two hundred dollars (\$200.00) per day for each Calendar Day the initial report is not submitted, after the twenty-four (24) hour timeframe.

6.13.3.2. A detailed incident report must be submitted in writing and via email to LDH within seven (7) Calendar Days of the incident. The Contractor will be assessed two hundred dollars (\$200.00) per day for each Calendar Day the detailed report is not submitted, after the seventh (7th) Calendar Day timeframe.

6.13.4. If the Contractor does not fully meet the Phase One Readiness Review deliverables prior to the Go-Live Date, LDH may impose Liquidated Damages of one thousand dollars (\$1000.00) per day for each Calendar Day beyond the Go-Live Date that the Contractor is not operational.

6.14. Termination of Contract

6.14.1. Nothing in this Section shall limit LDH's right to terminate the contract or to pursue any other legal or equitable remedies, including Termination for convenience or cause. See Section 10.38, Termination for Convenience and 10.40, Termination for Cause.

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7.0 PROPOSAL AND EVALUATION

7.1. General Information

- 7.1.1. This Section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP.
- 7.1.2. LDH shall determine, at its sole discretion, whether or not the requirements have been reasonably met.
- 7.1.3. Omissions of required information shall be grounds for rejection of the proposal by LDH.
- 7.1.4. Proposals should respond to the responsibilities as outlined in this RFP and its attachments.

7.2. Blackout Period

- 7.2.1. 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. 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 this solicitation. The Blackout Period will end when the contract is awarded.
- 7.2.2. 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.
- 7.2.3. 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.
- 7.2.4. Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.
- 7.2.5. Notwithstanding the foregoing, the Blackout Period shall not apply to:
 - 7.2.5.1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
 - 7.2.5.2. Duly noticed site visits and/or conferences for bidders or Proposers;
 - 7.2.5.3. Oral presentations during the evaluation process, when one is held; and

- 7.2.5.4. Communications regarding a particular solicitation between any person and LDH staff 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.

7.3. **Rejection and Cancellation**

- 7.3.1. Issuance of this solicitation does not constitute a commitment by LDH to award a contract or contracts. LDH reserves the right to take any of the following actions that it determines to be in its best interest:
 - 7.3.1.1. Reject, in whole or part, all proposals received in response to this solicitation;
 - 7.3.1.2. Cancel this RFP; or
 - 7.3.1.3. Cancel or decline to enter into a contract with a successful Proposer at any time after the award is made and before the contract receives final approval from OSP.
- 7.3.2. In accordance with the provisions of La. 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 following provisions of the Louisiana Revised Statutes of 1950 governing public contracts, including any amendments or reenactments thereof: Title 38, Chapter 10 (public contracts); or Title 39, Chapter 17 (Louisiana Procurement Code).

7.4. **Code of Ethics**

- 7.4.1. The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the contract term.
- 7.4.2. 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 is the only entity that can officially rule on ethics issues.
- 7.4.3. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to this RFP should be immediately reported to the RFP Coordinator by the Proposer.

7.5. **Prohibitions of Discriminatory Boycotts of Israel**

- 7.5.1. 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.

7.6. Award Without Discussion

The Secretary of LDH reserves the right to make an award without presentations by Proposers or further discussion of proposals received.

7.7. Assignments

- 7.7.1. No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

7.8. Determination of Responsibility

- 7.8.1. Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.1505. The State must find that the selected Proposer:
- 7.8.1.1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - 7.8.1.2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
 - 7.8.1.3. Is able to comply with the proposed or required time of delivery or performance schedule;
 - 7.8.1.4. Has a satisfactory record of integrity, judgment, and performance; and
 - 7.8.1.5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 7.8.2. The Proposer must ensure that its proposal contains sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

- 7.8.3. The Proposer shall include with its proposal copies of audited financial statements for the last two (2) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project, as required by this Section.

7.9. Proposal and Contract Preparation Costs

- 7.9.1. The State shall not be liable for any costs incurred by Proposer 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 LDH.
- 7.9.2. 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.

7.10. Ownership of Proposal

- 7.10.1. All proposals become the property of LDH and will not be returned to the Proposer.
- 7.10.2. LDH retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right.
- 7.10.3. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

7.11. Procurement Library/Resources Available to Proposer

- 7.11.1. Electronic copies of material relevant to this RFP will be posted at the following web addresses:

<https://ldh.la.gov/index.cfm/page/4116>

7.12. Hard Copy Proposal Submission

- 7.12.1. Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the RFP. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable.

- 7.12.2. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to: Shelley Stubbs, Office of Aging and Adult Services, P. O. Box 2031, Bin 14 Baton Rouge, La 70821-0629, 225-219-0319.
- 7.12.3. For courier delivery, the street address is 628 N. 4th Street, Baton Rouge, La 70802 and the telephone number is 225-219-0319.
- 7.12.4. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS: 8 a.m. – 2:00 p.m. Monday – Friday.

7.13. Number of Copies of Proposals

- 7.13.1. The State requests the following:
 - 7.13.1.1. One (1) Original (clearly marked "Original") and seven (7) numbered copies of the technical proposal. All should be clearly marked technical proposal.
 - 7.13.1.2. One (1) Original (clearly marked "Original") and seven (7) numbered copies of the cost proposal. All should be clearly marked cost proposal.
 - 7.13.1.3. One (1) redacted copy of proposal, if applicable (see Section 7.14 of this RFP).
 - 7.13.1.4. One (1) searchable electronic copy of the proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
 - 7.13.1.5. One (1) electronic redacted copy of the proposal on a USB flash drive, if applicable (see Section 7.14 of this RFP). The electronic redacted copy should be provided as one (1) file.

7.14. Proprietary, Confidential Information and/or Trade Secrets

- 7.14.1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
- 7.14.2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44:1, *et seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

- 7.14.3. The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific Section(s) of the proposal sought to be restricted in accordance with the conditions of the legend: “The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”
- 7.14.4. Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL.**”
- 7.14.5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, LDH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain LDH from releasing information LDH believes to be public record.
- 7.14.6. If the proposal contains confidential information, a redacted copy of the proposal must be submitted. If a redacted copy is not submitted, LDH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly labeled as “**REDACTED COPY.**” The redacted copy should also state which sections or information has been removed.
- 7.14.7. If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.
- 7.14.8. Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.
- 7.14.9. The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

7.14.10. Any proposal that fails to follow this Section and La. R.S. 44:3.2(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

7.15. Errors and Omissions

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

7.16. Proposal Clarifications

LDH reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, or contradictory statements in a Proposer's proposal.

7.17. Technical and Cost Proposal Content

7.17.1. The proposal shall consist of:

7.17.1.1. The completed and signed Attachment I which is the certification statement.

7.17.1.2. The completed Attachment V which consists of the following sections.

7.17.1.2.1. Mandatory Requirements

7.17.1.2.2. Corporate Experience

7.17.1.2.3. Organizational Structure

7.17.1.2.4. Call Center Operations

7.17.1.2.5. Telephonic Screening for Functional Eligibility

7.17.1.2.6. Perform Face-to-Face Assessments for Program Eligibility and Service Planning

7.17.1.2.7. Performing Care Planning

7.17.1.2.8. Monitoring of Care Plan

7.17.1.2.9. Appeals

7.17.1.2.10. Integrated Software Systems

7.17.1.2.11. Example Scenarios

7.17.1.2.12. Contract Transitions

7.17.1.2.13. Cost

7.17.1.2.14. Veteran and Hudson Initiatives

7.17.1.3. The completed Attachment VI, which provides the template for summarizing corporate experience.

7.17.1.4. The completed Attachment VII which is the cost template.

7.17.2. Proposals should include information that will assist LDH in determining the level of quality and timeliness that may be expected. LDH 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, and give details on how the services will be provided. Work samples may be included as part of the proposal.

7.17.3. 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.

7.17.4. Proposals should include, whenever possible, supporting data in responses to questions about experiences, outcomes and/or practices in other states. Failure to do so will be reflected in scoring.

7.17.5. Proposals should define 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 this RFP.

7.17.6. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein.

7.17.7. The Proposer may not submit the Proposer's own contract terms and conditions or other requirements in a response to this RFP.

7.17.8. The Proposer shall clearly identify any systems or portions of systems referenced in the proposal that are considered to be proprietary in nature.

7.18. **Proposal Format**

7.18.1. Proposer shall use templates and instructions contained in Attachments V - VII in submitting responses to this RFP.

7.18.2. Using the recommended page limitations noted in Attachment V, "**Proposal Submission and Evaluation Requirements**," emphasis should be on simple, straightforward and concise statements of the Proposer's ability to satisfy the requirements of this RFP.

7.18.3. Each proposal should be economically prepared, with emphasis on completeness and clarity of content. It is recommended that proposal should be single spaced with text no smaller than 11-point font (NOTE: graphic and tables text may be smaller but should be no less than 9-point font); All proposal pages should be numbered and identified with the Proposer's name.

- 7.18.4. RFP Attachment V, **“Proposal Submission and Evaluation Requirements,”** details the specific Requirements for making a Proposal in response to this RFP. The requirements include mandatory and general requirements.
- 7.18.5. For instructions regarding submission of questions or comments regarding this RFP, see **Section 1.4.1. through Section 1.6.7.**
- 7.18.6. All information included in a Proposal should be relevant to a specific requirement detailed in this RFP and Attachment V, **“Proposal Submission.”** All information should be incorporated into a response to a specific requirement and clearly referenced. The Proposer should duplicate the Attachment V form and use as the Table of Contents.
- 7.18.7. The response to the Mandatory Requirements Section (Part I of Attachment V) should be in a separate binder for hard copy submissions and must be clearly labeled with contents. Attachments should only be provided as requested in Attachment V, **“Proposal Submission,”** and should be clearly labeled, including the Part and question number from the Requirements document.
- 7.18.8. Responses to Parts II through XII and XIV should be included in a separate binder for hard copy submissions and must be clearly labeled with contents. The Proposer should duplicate Attachment V **“Proposal Submission,”** Parts II through XII and XIV and use as the index for each hard copy submittal. The response to each Part should be clearly labeled. Attachments should only be provided as requested in the **“Proposal Submission,”** and should be clearly labeled, including the Part and question number from the Requirements document.

7.19. **Evaluation Criteria**

The following criteria will be used to evaluate proposals:

- 7.19.1. The evaluation of proposals will be accomplished by an evaluation team, to be designated by the LDH, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in this RFP.
- 7.19.2. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.
- 7.19.3. 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.
- 7.19.4. Evaluation Team Members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and Contractor selection process.
- 7.19.5. LDH reserves the right, at its sole discretion, to request Proposer clarification of a Proposal provision or to conduct clarification discussions with any or all Proposers. Any

such clarification or discussion shall be limited to specific Sections of the proposal identified by LDH. The Proposer shall put any resulting clarification in writing as may be required by LDH.

- 7.19.6. Scoring will be based on a possible total of four hundred fifty (450) points, and the proposal with the highest total score shall be recommended for award.

7.20. Cost Evaluation

- 7.20.1. The total possible points for the cost proposal shall be one hundred twelve and one half (112) which represents twenty-five percent (25%) of the total maximum points for the entire proposal.

- 7.20.1.1. The Proposer with the lowest Total Monthly Cost Proposal shall receive one hundred twelve (112) points (Line 9 in the **"Access RFP Cost Template,"** Attachment VII).

- 7.20.1.2. Other Proposers shall receive points for cost based on the following formula:

- $CCS = (LPC / IPC) * 112$
 - CCS = Computed Cost Score (points) for Proposer being evaluated
 - LPC = Lowest Total Monthly Cost Proposal of all Proposers
 - IPC = Individual Total Monthly Cost Proposal (Line 9 in the **"Access RFP Cost Template,"** Attachment VII).

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

Refer to Attachment V, question 40 when providing responses.

Twelve percent (12%) of the total evaluation points in this RFP shall be reserved for Proposers who are themselves certified small entrepreneurships or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as Subcontractors.

- 7.21.1. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

- 7.21.1.1. 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.

- 7.21.1.2. 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.

- 7.21.1.3. 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.

7.21.1.4. 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

7.21.1.4.1. 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.

7.21.1.4.2. 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:

7.21.1.4.2.1. Subcontractor's name;

7.21.1.4.2.2. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;

7.21.1.4.2.3. A detailed description of the work to be performed; and

7.21.1.4.2.4. 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.*

7.21.1.4.3. 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 LDH 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).

7.22. **Administrative and Mandatory Screening**

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

7.23. **Withdrawal of Proposal**

- 7.23.1. For hard copy submissions, 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

7.24. **Wavier of Administrative Informalities**

The department shall reserve the right, at its sole discretion, to waiver minor administrative informalities contained in any proposal.

7.25. **Evaluation Categories and Maximum Points**

In the evaluation of proposals, LDH will consider each of the factors in the table below, which shows the maximum points that can be awarded for each category. There will be a maximum of four hundred forty eight (448) points available.

Proposer must receive a minimum score of one hundred forty-one points (141), which is Fifty percent (50%) of the total available points in the technical categories of Corporate Experience, Organizational Structure, Call Center Operations, Telephonic Screening for Functional Eligibility, Face-to-Face Assessments for Program Functional Eligibility and Service Planning, Care Planning, Monitoring of Care Plan, Appeals, Integrated Software Systems, Example Scenarios and Contract Transitions to be considered responsive to this RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements	Not Scored
Corporate Experience	29
Organizational Structure	24
Call Center Operations	33
Telephonic Screening for Functional Eligibility	29
Face-to-Face Assessments for Program Functional Eligibility and Service Planning	45
Care Planning	26
Monitoring of Care Plan	26
Appeals	19
Integrated Software Systems	6
Example Scenarios	30
Contract Transitions	15
Cost	112
Veteran Initiative and Hudson Initiative	54
TOTAL	448

7.26. **Best and Final Offers**

The State reserves the right to conduct a Best and Final Offers (BAFO) with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items

to address in the BAFO, and 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.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

7.27. Announcement of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the Agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, 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.

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.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

7.28. Notice of Contract Award

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposal

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract, "**LDH Standard Contract Form [CF-1]**" Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty (30) Business Days, or if the selected Proposer fails to sign the final contract within ten (10) Business Days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

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8.0 TRANSITION REQUIREMENTS

Refer to Attachment V, questions 37 - 38 when providing responses.

8.1. Overview

The transition process for a new, incoming Contractor shall consist of three phases as noted here.

8.1.1. **Phase One** starts at the Contract Start Date and lasts a maximum of sixty (60) Calendar Days.

8.1.1.1. During this period, the incoming Contractor must:

- Set up a call center;
- Hire staff;
- Assure staff are trained and certified; and
- Develop policies, procedures, other written materials, and a Statewide Resource Directory that shall be submitted to OAAS for review and approval.

8.1.1.2. The Contractor must put in place the necessary IS and technology infrastructure to accomplish the Deliverables outlined in the contract.

8.1.1.3. The Contractor shall not be reimbursed for activities conducted during Phase One. There will be no retroactive payments for Phase One of the Transition Period.

8.1.2. **Phase Two**, also the **Go-Live date**, starts at the completion of Phase One and lasts a minimum of forty-five (45) Calendar Days.

8.1.2.1. At this point the incoming Contractor is expected to:

8.1.2.1.1. Stand up call center operations and begin performing level of care screening and eligibility determinations for LTSS programs;

8.1.2.1.2. Begin performing initial assessments for new applicants seeking LTPCS services; and

8.1.2.1.3. Perform any required status change assessments for Participants certified into LTPCS after Go-Live by the Contractor.

8.1.2.2. During Phase Two, and contingent upon successful performance of these tasks, the incoming Contractor shall be paid for completed face-to-face assessments and POCs in accordance with the relevant Terms of Payment set forth in Section 10.27 of this RFP.

8.1.2.3. Contractor must achieve eighty percent (80%) accuracy in LOCET screening and InterRAI HC assessments as determined by a OAAS review of a representative sample. OAAS shall make the sole and final determination as to whether these requirements have been met.

- 8.1.2.4. The Contractor shall not invoice for or receive administrative payment during Phase Two, nor will there be retroactive payments for administration during Phase Two of the transition process.
- 8.1.3. **Phase Three** starts upon demonstration of successful performance of Phase Two responsibilities and lasts up to thirty (30) Calendar Days, and consists of all remaining Deliverables.
 - 8.1.3.1. During Phase Three, and contingent upon successful performance of deliverables, the Contractor shall be paid for completed face-to-face assessments, POCs, and case monitoring in accordance with the Terms of Payment set forth in 10.27 of this RFP.
 - 8.1.3.2. The Contractor shall not invoice for or receive administrative payment during Phase Three, nor will there be retroactive payments for administration during Phase Three of the transition process.

8.2. **Anticipated Schedule for Transition**

The following phases are based on an anticipated contract execution date of April 15, 2022 and a Go-Live Date of June 14, 2022. OAAS may adjust dates depending on any delays or competency of the Contractor to progress to the next phase.

TRANSITION PHASE	DATE
Phase One	Contract Execution Date through Go-Live Date (estimated to be April 15, 2022 through June 14, 2022)
Phase Two	June 14, 2022 through July 29, 2022
Phase Three	July 29, 2022 through August 28, 2022

LDH may at its discretion, postpone any phase or the Go-Live Date for any areas that fail to satisfy all Transition Period requirements.

8.3. **Transition Period Requirements and Penalties**

- 8.3.1. The Contractor has overall responsibility for the timely and successful completion of each of the Readiness Review and Transition Period requirements.
- 8.3.2. The Contractor is responsible for clearly specifying and requesting information needed from LDH, other Contractors, or any other entities in a manner that does not delay the schedule of work to be performed.
- 8.3.3. LDH and the Contractor will work together during the Transition Period to:

- Define project management and reporting schedules;
- Establish communication protocols between LDH and the Contractor;
- Establish contacts with other Contractors;
- Establish a schedule for key activities and milestones; and
- Clarify expectations for the content and format of deliverables.

8.3.4. The Contractor will be responsible for developing a written work plan, referred to as the Transition/Implementation Plan, which will be used to monitor progress throughout the Transition Period.

8.3.5. A detailed Transition/Implementation Plan will be due to LDH within thirty (30) Calendar Days from the contract award date or the date when the Readiness Review process begins, whichever is sooner.

8.4. **Assurance of Operational Readiness**

8.4.1. The Contractor must successfully provide all deliverables as required in the contract and other information as requested by LDH.

8.4.2. The Contractor must demonstrate to LDH that all processes, IS and interfaces, and staffed functions are functioning properly and able to successfully assume responsibilities for operations prior to the Go-Live Date and for each subsequent phase of the transition. In particular, the Contractor must demonstrate that key staff positions and additional required staff including but not limited to call center supervisory and assessor staff are hired and trained, and communication procedures are in place at each phase.

8.4.3. If a Contractor makes assurances to LDH of its readiness to meet contract requirements, including systems and operational requirements, but fails to satisfy requirements set forth in this document or as otherwise required pursuant to the contract, LDH may, at its discretion, do any of the following in accordance with the severity of the non-compliance and the potential impact on Recipients:

- freeze or limit assessments by Contractor;
- impose contractual Liquidated Damages; or
- pursue other equitable, injunctive, or regulatory relief.

8.5. **Corrective Action Plans**

8.5.1. The Contractor may be required to provide a Corrective Action Plan (CAP) in response to any deficiency identified by OAAS during the Transition Period.

8.5.2. If required, the CAP is due to OAAS no later than ten (10) Calendar Days after notification of any such deficiency.

8.5.3. If the Contractor documents to OAAS' satisfaction that the deficiency has been corrected within ten (10) Calendar Days of such deficiency notification by LDH, no CAP is required.

- 8.5.4. The Contractor will work with LDH, to promptly identify and resolve problems identified after the Go-Live Date and to communicate to LDH, as applicable, the steps the Contractor is taking to resolve the problems.

8.6. **Readiness Review at the End of Phase One**

8.6.1. Phase One Deliverables

OAAS shall conduct a Readiness Review during Phase One per the timelines outlined in the **"Readiness Review Requirements,"** (Attachment VIII). Such review may include but not be limited to review of:

- operational policies;
- procedures, manuals, and other written materials;
- review of the staff training and qualifications; and
- review of systems.

- 8.6.2. The review may be done as a desk review, on-site review, or combination and may include interviews with pertinent Contractor personnel so that OAAS can make an informed assessment of the Contractor's ability and readiness to render services.

- 8.6.3. If the Contractor does not pass the Readiness Review, OAAS shall have the right to take corrective action including, but not limited to requiring submission and implementation of a corrective action plan, or termination of the contract.

- 8.6.4. The review shall include but not necessarily be limited to the following, as well as any additional items included in the **"Readiness Review Requirements,"** (Attachment VIII):

8.6.4.1. Administration and Key Staffing Positions

- 8.6.4.1.1. No later than two (2) weeks after the contract award date, the successful Proposer must designate and identify key staff positions (as noted in Section 3.2) that meet the requirements of the contract.

- 8.6.4.1.2. The Contractor shall supply OAAS with resumes of each key staff as well as any organizational information that has changed relative to the Proposal, such as updated job descriptions and updated organizational charts.

- 8.6.4.1.3. If the Contractor is using Subcontractors, the Contractor must also provide the organizational chart for each Subcontractor.

8.6.5. Review of Information Systems

- 8.6.5.1. Thirty (30) Calendar Days prior to the Go-Live Date, the Contractor must submit to LDH detailed descriptions of process and information flows and data interfaces as delineated in Section 4.0, "Systems and Technical Requirements."

- 8.6.5.2. The Contractor will accept into its system any and all necessary data files and information available from LDH or its Contractors necessary to support the contract.
- 8.6.5.3. The Contractor will install, verify, and demonstrate proper operation of all hardware, software, and telecommunications required to support the contract.
- 8.6.5.4. The Contractor will define, document, and verify modifications to the Contractor's existing system(s) required to support the business functions of the contract.
- 8.6.5.5. LDH may require the Contractor to perform test cycles to demonstrate that processes, information flows, and data interfaces are performing as needed to fulfill the requirements of the contract.
- 8.6.6. Information System Transfer of Data
- 8.6.6.1. The Contractor must show demonstration and assessment of IS security. The Contractor will produce data extracts and receive data transfers and transmissions to LDH and other entities designated by LDH. The Contractor must demonstrate the ability to:
- Export waiver requestor data for Data Management Contractor (fixed-width format)
 - Export LTPCS requestor data for Data Management Contractor (fixed-width format)
 - Export LOCET data for Data Management Contractor (fixed-width format)
 - Export LTPCS prior authorization files for Data Management Contractor (fixed-width format)
 - Import LTPCS prior authorization (PA) transfer response files from Data Management Contractor (fixed-width format)
 - Import LTPCS provider information from fiscal intermediary or other entity as designated by LDH (fixed-width format)
 - Import data from existing LDH assessment/care planning system database (SQL Server query/web service)
 - Import data from existing LDH intake/screening system database (SQL Server query/web service)
 - Transfer and receive files to and from the State SFTP server or a subsequent method as identified by OAAS in an automated fashion
- 8.6.6.2. The Contractor will provide LDH and designated contractors with test data files for systems and interface testing for all external interfaces and transfers.
- 8.6.6.3. If any errors or deficiencies are evident, the Contractor will develop resolution procedures to address the problem identified.
- 8.6.7. Demonstration and Assessment of Information System Security (Section 4.0)

- 8.6.7.1. The Contractor must provide documentation on IS and facility security and provide evidence or demonstrate that it is compliant with LDH and Federal security policies, as specified in this RFP.
- 8.6.7.2. The Contractor shall also provide LDH with detailed information about any data breaches or loss of confidential information and a summary of all recent internal or external audit reports, including findings and corrective actions, relating to the Contractor's proposed systems.
- 8.6.7.3. The Contractor shall promptly make additional information on the detail of such system audits available to LDH upon request.

8.6.8. Required Documents

- 8.6.8.1. No later than thirty (30) Calendar Days prior to the Go-Live Date, the Contractor must provide to OAAS the following documents which shall clearly define and document the policies and procedures that will support the day-to-day activities required for implementing the deliverables delineated within the contract.
 - 1. Operations manual (Section 2.26.) which shall include, as a minimum, these specific areas:
 - a. Call center procedures
 - b. Information and referral procedures
 - c. Notices and documents procedures
 - 2. Statewide Resource Directory (Section 2.1.9)
 - 3. QA/QI plan (Section 2.27.4 and 2.27.5)
 - 4. Written policies, procedures and job descriptions (Section 3.4)
 - 5. Systems Quality assurance plan (Section 4.7.2)
 - 6. Contingency Plan (Section 4.12) which shall include as a minimum:
 - a. Disaster Recovery Plan
 - b. Business Continuity Plan
 - 7. Any other documentation as specified in Attachment VIII or otherwise deemed by OAAS as necessary to fulfill the requirements for Go-Live.

8.6.9. Review of Call Center Operations (Section 2.1)

- 8.6.9.1. The Contractor will install, verify, and demonstrate proper operation of the Automated Call Distributor (ACD) systems and all other telecommunication systems and equipment required to support the contract.

8.6.9.2. The Contractor shall provide documentation that all call center staff have been trained and, where needed, certified in the operations of the call center.

8.6.9.2.1. This shall include documentation that appropriate staff have been trained and are capable of timely and accurate completion of the Level of Care Screening Tool and in making accurate Level of Care screening decisions for LTSS (Section 2.4).

8.6.10. Review of Assessment and Plan of Care Functions

8.6.10.1. The Contractor must provide documentation that appropriate staff have been trained and certified to complete the following functions:

8.6.10.1.1. Perform accurate interRAI HC assessments and make accurate eligibility determinations (Section 2.5 through Section 2.6);

8.6.10.1.2. Determine appropriate resource allocation (Section 2.4.1 through Section 2.4.1.2); and

8.6.10.1.3. Develop appropriate POCs (Section 2.8).

8.6.11. Evaluation

Following a review by OAAS and the determination that the Contractor has met the requirements of the Readiness Review, Phase Two will begin. OAAS retains the right to delay this phase if the Contractor has not completed all requirements of Phase One.

8.6.12. Terms of Payment for Phase One

There will be no reimbursement to the Contractor for Phase One of the Transition Period.

8.7. Phase Two Deliverables

Phase Two begins at the Go-Live Date. During Phase Two OAAS will evaluate the Contractor's performance of the following functions and any additional review items provided for in Phase Two in the "**Readiness Review Requirements**," (Attachment VIII).

8.7.1. Call Center operations

8.7.1.1. Provide effective Information and Referral (Section 2.1).

8.7.1.2. Provide timely and appropriate Level of Care Screening using the LOCET (Section 2.4).

8.7.1.3. Issue appropriate written notices and other communications to Participants, providers, OAAS, LDH and others as required within this RFP.

8.7.2. Initial Assessments and POCs for new requestors

- 8.7.2.1. Schedule and conduct initial interRAI HC assessments for new applicants for LTPCS who meet screening eligibility (Section 2.6.1 through Section 2.6.3.5).
- 8.7.2.2. Develop and distribute POCs (Section 2.8 and Section 2.12).
- 8.7.2.3. Issue appropriate written notices and other communications to Participants, providers, and others as required within this RFP.
- 8.7.3. Confirmation of service delivery
 - 8.7.3.1. Confirm service delivery and other workflow steps as outlined in this RFP (Section 2.13).
- 8.7.4. Status Change Assessments certified by the Contractor after the Go-Live Date
 - 8.7.4.1. Schedule and conduct status change assessments for Participants certified into the LTPCS program after Go-Live by the Contractor (Section 2.6.6).
 - 8.7.4.2. Make any necessary revisions to the Participant's POC (Section 2.6.5.1).
 - 8.7.4.3. Issue appropriate written notices and other communications to Participants, providers, and others as required within this RFP.
- 8.7.5. Participate in Appeals (Section 2.14).
- 8.7.6. Evaluation

OAAS will conduct a review of Phase Two performance which will include the work done during the first four weeks of Phase Two. Following this review by OAAS and the determination that the Contractor has successfully demonstrated compliance with the Phase Two responsibilities, Phase Three will begin. OAAS retains the right to delay this phase if the Contractor has not completed all requirements of Phase Two.

- 8.7.7. Terms of Payment for Phase Two
 - 8.7.7.1. Contingent upon successful performance of tasks, the incoming Contractor shall be paid for completed face-to-face assessments and POCs.
 - 8.7.7.1.1. Contractor must achieve at least eighty percent (80%) accuracy in LOCET screening and interRAI HC assessments as determined by OAAS review of a representative sample.
 - 8.7.7.1.2. If the eighty percent (80%) threshold is met, the Contractor will be paid at the end of the following month.
 - 8.7.7.2. OAAS shall make the sole and final determination as to whether these requirements have been met.

- 8.7.7.3. The Contractor shall not invoice for or receive administrative payment during Phase Two, nor will there be retroactive payments for administrative functions during Phase Two of the transition process.

8.8. Phase Three Deliverables

- 8.8.1. At the start of Phase Three the Contractor will be required to perform all functions and deliverables according to the standards in this RFP.
- 8.8.2. During Phase Three OAAS will monitor the Contractor's performance of these functions in accordance the performance indicators in the relevant sections of the contract and any additional review items provided for in Phase Three in the "**Readiness Review Requirements**," (Attachment VIII).
- 8.8.3. Any remaining written materials not previously required to be submitted shall be submitted to OAAS for review no later than sixty (60) Calendar Days from the start of Phase One.
- 8.8.4. Evaluation

OAAS will conduct a review of the Contractor's work during the first four (4) weeks of Phase Three. Following this review and OAAS' determination that the Contractor has successfully demonstrated compliance with Phase Three responsibilities, the Transition Period shall end.

- 8.8.4.1. OAAS retains the right to extend Phase Three of the Transition Period if it determines that the Contractor has not achieved at least an eighty percent (80%) success level on any of the deliverables noted in any of the Transition Period requirements.
- 8.8.5. Terms of Payment for Phase Three
 - 8.8.5.1. During Phase Three, contingent upon successful performance of deliverables, the Contractor shall be paid for completed face-to-face assessments, POCs, and case monitoring.
 - 8.8.5.1.1. The Contractor must achieve at least an eighty percent (80%) accuracy rate on the deliverables as determined by OAAS review.
 - 8.8.5.1.2. If the eighty percent (80%) threshold is met, the Contractor will be paid at the end of the following month.
 - 8.8.5.2. OAAS shall make the sole and final determination as to whether these requirements have been met.
 - 8.8.5.3. The Contractor shall not invoice for or receive administrative payment during Phase Three, nor will there be retroactive payments for administration during Phase Three of the transition process.

- 8.8.5.4. Upon successful completion of Phase Three and the conclusion of the Transition Period, the Contractor may invoice and receive payment for administrative expenses, as set forth in the contract.

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9.0 TURNOVER REQUIREMENTS.

9.1. Introduction

Turnover is defined as those activities that the Contractor is required to perform upon termination of the contract in situations in which the Contractor must transition contract operations to LDH or a third party. The turnover requirements in this Section are applicable upon termination of the contract 1) initiated by the Contractor, 2) initiated by LDH, or 3) at the expiration of the contract and any extensions.

9.2. General Turnover Requirements

In the event the contract is terminated for any reason, the Contractor shall:

- 9.2.1. Comply with all terms and conditions stipulated in the contract, including continuation of services under the contract, until the termination effective date;
- 9.2.2. Promptly supply all information necessary for the reimbursement of any outstanding invoices; and
- 9.2.3. Comply with direction provided by LDH to assist in the orderly transition of equipment, services, software, leases, etc. to LDH or a third party designated by LDH.

9.3. Turnover Plan

- 9.3.1. In the event of written notification of termination of the contract by either party, the Contractor shall submit a Turnover Plan within thirty (30) Calendar Days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the Contractor and LDH. The Plan shall address the turnover of records and must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Turnover Plan must be submitted in writing and must be approved in writing by LDH prior to implementation.
- 9.3.2. If the contract is not terminated by written notification as provided in Section 9.3.1 above, the Contractor shall propose a Turnover Plan six (6) months prior to the end of the contract term, including any extensions to such period. The Plan shall address the possible turnover of the records and information maintained to either LDH or a third party designated by LDH. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Turnover Plan must be submitted in writing and must be approved in writing by LDH prior to implementation.
- 9.3.3. As part of the Turnover Plan, the Contractor must provide LDH with copies of all relevant documentation, or other pertinent information necessary, as determined by LDH, for LDH or a subsequent contractor to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The Plan will describe the Contractor's approach and schedule for transfer of all data and operational support information, as applicable. The information must be supplied in media and format specified by LDH and according to the schedule approved by LDH.

9.4. Transfer of Data

- 9.4.1. The Contractor shall transfer all data including but not limited to documentation regarding the provision of Participant services to LDH or a third party, at the sole discretion of LDH and as directed by LDH. All transferred data must be compliant with HIPAA.
- 9.4.2. All relevant data must be received and verified by LDH or the subsequent contractor. If LDH determines that not all of the data regarding the provision of Participant services was transferred to LDH or the subsequent contractor, as required, or the data is not HIPAA compliant, LDH reserves the right to hire an independent contractor to assist LDH in obtaining and transferring all the required data and to ensure that all the data are HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the Contractor.

9.5. Post-Turnover Services

- 9.5.1. Thirty (30) Calendar Days following turnover of operations as provided for in the Turnover Plan, the Contractor must provide LDH with a Turnover Results report documenting the completion and results of each step of the Turnover Plan. Turnover will not be considered complete until this document is approved in writing by LDH.
- 9.5.2. If the Contractor does not provide the required relevant data and documentation, or other pertinent information necessary for LDH or the subsequent contractor to assume the operational activities successfully, the Contractor agrees to reimburse LDH for all reasonable costs, including, but not limited to, transportation, lodging, and subsistence for all State agents to carry out their inspection, audit, review, analysis, reproduction and transfer functions at the location(s) of such records.
- 9.5.3. The Contractor also must pay any and all additional costs incurred by LDH that are the result of the Contractor's failure to provide the requested records, data or documentation within the time frames agreed to in the Turnover Plan.
- 9.5.4. The Contractor must maintain all files and records related to Participants for ten (10) years after the end date of the contract or until the resolution of all litigation, claims, financial management review or audit pertaining to the contract, whichever is longer. The Contractor agrees to repay any valid, undisputed audit exceptions taken by LDH in any audit of the contract.

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10.0 TERMS AND CONDITIONS

10.1. General Requirements

- 10.1.1. The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of the contract shall be thirty-six (36) months. 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 the contract terms beyond the initial thirty-six (36) month term. Total contract term, with extensions, shall not exceed sixty (60) months.
- 10.1.2. 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 Agency, or his designee, the Contractor and has been approved in writing by the director of the Office of State Procurement. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.
- 10.1.3. The Contractor shall successfully complete a Readiness Review as specified in Section 8.6 of this RFP. If the Contractor does not pass the Readiness Review, LDH shall have the right to take corrective action including, but not limited to requiring submission and implementation of a corrective action plan, or terminating the contract.
- 10.1.4. The Contractor agrees to comply with all State and Federal laws, regulations, and policies as they exist or as amended that are or may be applicable to the contract, not specifically mentioned in this Section, including those in the LDH pro forma contract (Attachment II "**LDH Standard Contract Form [CF-1]**"). Any provision of the contract which is in conflict with Federal laws, regulations, or policies is hereby amended to conform to the provisions of those Federal laws, regulations, and policies. Such amendment of the contract will be effective on the effective date of the laws, regulations, or policies necessitating it, and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The Contractor may request LDH to make policy determinations required for proper performance of the services under the contract.

10.2. Amendments

- 10.2.1. The contract may be amended at any time as provided in this paragraph. The contract may be amended whenever appropriate to comply with State and Federal requirements or State budget reductions. No modification or change of any provision of the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and LDH, and incorporated as a written amendment to the contract. Any amendment to the contract shall require approval by LDH and the Division of Administration, Office of State Procurement prior to the amendment implementation.

- 10.2.2. LDH reserves the right to provide written clarification for non-material changes of contract requirements whenever deemed necessary, at any point in the contract term, to ensure the smooth operations of OAAS LTSS programs. Such clarifications shall be implemented by the Contractor and will not require an amendment to the contract.

10.3. **Applicable Laws and Regulations**

The Contractor agrees to comply with all applicable Federal and State laws and regulations including Constitutional provisions regarding due process and equal protection under the laws and including but not limited to:

- 10.3.1. Title 42 Code of Federal Regulations (CFR), Public Health, Chapter IV, Centers for Medicare and Medicaid Services, Department of Health and Human Services, Subchapter C (Medical Assistance Programs);
- 10.3.2. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, *et seq.*, and regulations issued pursuant thereto, 45 CFR Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services; in accordance with Title VI of the Civil Rights Act of 1964 and its implementing regulation at 45 CFR Part 80, the Contractor must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the services provided under the contract;
- 10.3.3. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, in regard to employees or applicants for employment;
- 10.3.4. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance, and regulations issued pursuant thereto, 45 CFR Part 84;
- 10.3.5. The Age Discrimination Act of 1975, 42 U.S.C. §6101, *et seq.*, which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from Federal financial assistance;
- 10.3.6. The Omnibus Budget Reconciliation Act of 1981, as amended, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from Federal financial assistance;
- 10.3.7. The Balanced Budget Act of 1997, P.L. 105-33, and the Medicare, Medicaid, and SCHIP Balanced Budget Refinement Act of 1999, as amended, H.R. 3426;
- 10.3.8. The Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, and regulations issued pursuant thereto;
- 10.3.9. Sections 1128 (42 U.S.C. §1320a-7) and 1156 (42 U.S.C. §1320c-5) of the Social Security Act, relating to exclusion of the Contractor for fraudulent or abusive activities involving the Medicare and/or Medicaid Program;

- 10.3.10. The Federal Drug Free Workplace Act of 1988 as implemented in 34 CFR Part 82, New Restrictions on Lobbying;
- 10.3.11. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., regarding education programs and activities;
- 10.3.12. Due to the Byrd Amendment against government lobbying, Contractors who apply or bid shall file the required certification that each tier will not use Federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier to the Recipient pursuant to 45 CFR Part 93, New restrictions on lobbying; and
- 10.3.13. Equal Employment Opportunity Act and its implementing regulations, 41 CFR Part 60-1.4, Equal opportunity clause, Executive Order 11246 and as amended, EO 11375.

10.4. **Board Resolution/Signature Authority**

The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract. If the Contractor is not a corporation, a signatory authority letter should be submitted in lieu of a board resolution reflecting who is authorized to sign said contract.

10.5. **Confidentiality of Information**

- 10.5.1. 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 the contract, or which become available to the Contractor in carrying out the 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 its 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 this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
- 10.5.2. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of LDH.

10.6. Conflict of Interest

The Contractor may not contract with Louisiana Medicaid unless such safeguards at least equal to Federal safeguards 41 USC §423, Procurement Integrity, are in place per the Department of Health and Human Services letter dated December 30, 1997 to States Medicaid Directors, and §1932(d)(3) of the Social Security Act, 42 U.S.C. 1396u-2, addressing 1932 State Plan Amendment and the default enrollment process under the State Plan Amendment option.

10.7. Contract Language Interpretation

Subject to Section 10.22 of the RFP, the Contractor and LDH agree that in the event of a disagreement regarding, arising out of, or related to, contract language interpretation, LDH's interpretation of the contract language in dispute shall control and govern.

10.8. Corporation Requirements

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

- 10.8.1. If a for profit corporation whose stock is not publicly traded, the Contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
- 10.8.2. If the Contractor is a corporation not incorporated under the laws of the State, the Contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- 10.8.3. The Contractor must provide written assurance to LDH from the 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.

10.9. Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, 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.

10.10. Effect of Termination on Contractor's HIPAA Privacy Requirements

- 10.10.1. Upon termination of the contract for any reason, the Contractor shall return or destroy all Protected Health Information received from LDH, or created or received by the Contractor on behalf of LDH. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Contractor. The Contractor shall not retain any copies of the PHI.
- 10.10.2. In the event that the Contractor determines that returning or destroying the Protected Health Information is not feasible, the Contractor shall provide to LDH notification of

the conditions that make return or destruction not feasible. Upon a mutual determination that return or destruction of PHI is not feasible, the Contractor shall extend the protections of the contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as the Contractor maintains such Protected Health Information.

10.11. Emergency Management Plan

10.11.1. Before beginning operations and annually by December 1st of each contract year, the Contractor shall submit to LDH for approval an emergency management plan. The emergency management plan shall specify actions the Contractor shall conduct to ensure the ongoing provision of services in a disaster or manmade emergency including, but not limited to, epidemic, localized acts of nature, accidents, and technological and/or attack-related emergencies. Revisions to the LDH approved emergency plan shall be submitted to LDH for approval no less than thirty (30) Calendar Days prior to implementation of requested changes. If the approved emergency management plan is unchanged from the previous year's plan, the Contractor shall submit a certification to LDH that the prior year's plan is still in place.

10.12. Employment of Personnel

10.12.1. In all hiring or employment made possible by or resulting from the contract, the Contractor agrees that:

10.12.1.1. There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, national origin or sexual orientation; and

10.12.1.2. Affirmative action shall be taken to ensure that applicants are employed and that employees are treated during employment in accordance with all applicable State and Federal laws regarding employment of personnel.

10.12.2. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this Section. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to handicap, age, race, color, religion, sex, national origin or sexual orientation. All inquiries made to the Contractor concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, national origin or sexual orientation. All responses to inquiries made to the Contractor concerning employment made possible as a result of the contract shall conform to Federal, State, and local regulations.

10.12.3. Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any

State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

10.13. Entire Contract

- 10.13.1. The contract, together with the RFP and addenda issued thereto by LDH, the proposal submitted by the Proposer in response to LDH's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
- 10.13.2. The Contractor shall comply with all provisions of the contract and shall act in good faith in the performance of the provisions of said contract. The Contractor shall be bound by all applicable LDH issued guides. The Contractor agrees that failure to comply with the provisions of the contract may result in the assessment of Liquidated Damages, sanctions, and/or termination of the contract in whole or in part, as set forth in the contract. The Contractor shall comply with all applicable LDH policies and procedures in effect throughout the contract term. The Contractor shall comply with all applicable LDH provider manuals, rules and regulations and guides.
- 10.13.3. LDH, at its discretion, will issue correspondence to inform the Contractor of changes in Medicaid policies and procedures which may affect the contract. Unless otherwise specified in the Medicaid correspondence the Contractor will be given sixty (60) Calendar Days to implement such changes.

10.14. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

10.15. Fraudulent Activity

- 10.15.1. The Contractor shall report to LDH any cases of suspected Medicaid fraud or abuse by its employees, subcontractors or by any service providers or Participants. The Contractor shall report such suspected fraud or abuse in writing, in a format approved by LDH, as soon as practical after discovering suspected incidents, but no more than three (3) Business Days.
- 10.15.2. The Contractor shall adhere to the policy and process contained in this RFP for referral of cases and coordination with LDH for fraud and abuse complaints regarding Participants and service providers.

10.16. **Governing Law and Place of Suit**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

10.17. **HIPAA Privacy and Security Compliance and HIPAA Business Associate Requirements**

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act) and the rules and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). The Contractor shall ensure compliance with all HIPAA requirements across all systems and services related to the contract, including privacy and security standards, by the effective date of those rules and regulations. Protected Health Information is to be protected in accordance with the rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as agreed upon in the **"HIPAA Business Associate Addendum,"** Attachment III.

10.18. **Incorporation of Schedules/Attachments**

All attachments referred to in this RFP are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

10.19. **Indemnification and Limitation of Liability**

10.19.1. Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

10.19.2. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while

ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

10.19.3. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

10.20. Independent Provider

It is expressly agreed that the Contractor and any subcontractors and agents, officers, and employees of the Contractor or any subcontractors in the performance of the contract shall act in an independent capacity and not as officers, agents, express or implied, or employees of LDH or the State. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Contractor or any subcontractor and LDH and the State.

10.21. Integration

The contract and its component parts shall be construed to be the complete integration of all understandings between the parties hereto. The Contractor also agrees to be bound by the contract and any rules or regulations that may be promulgated. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved by the parties.

10.22. Interpretation Dispute Resolution Procedure

- 10.22.1. The Contractor may request in writing an interpretation of the issues relating to the contract from the Contract Monitor. In the event the Contractor disputes the interpretation by the Contract Monitor, the Contractor shall submit a written reconsideration request to the Assistant Secretary of OAAS.
- 10.22.2. The Contractor shall submit, within twenty-one (21) Calendar Days of said interpretation, a written request disputing the interpretation directly to the Assistant Secretary of OAAS. The ability to dispute an interpretation does not apply to language in the contract that is based on Federal or State law, regulation, or jurisprudence.
- 10.22.3. The Assistant Secretary of OAAS shall reduce the decision to writing and provide a copy to the Contractor. The written decision of the OAAS Assistant Secretary shall be final decision of LDH.
- 10.22.4. Pending final determination of any dispute over a LDH decision, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of LDH.

10.23. Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

10.24. Loss of Federal Financial Participation (FFP)

- 10.24.1. The Contractor hereby agrees to be liable for any loss of FFP suffered by LDH due to the Contractor's, or its subcontractors', failure to perform the services as required under the contract.
- 10.24.2. The contract establishes that FFP is not available for any amounts paid to a Contractor that could be excluded from participation in Medicare or Medicaid for any of the following reasons:
 - 10.24.2.1. The Contractor is controlled by a sanctioned individual.
 - 10.24.2.2. The Contractor has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment or policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in Section 1128(b)(8)(B) of the Social Security Act.
 - 10.24.2.3. The Contractor employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one (1) of the following:

10.24.2.3.1. Any individual or entity excluded from participation in Federal health care programs.

10.24.2.3.2. Any entity that would provide those services through an excluded individual or entity.

10.25. Offer of Gratuities

By signing the contract, the Contractor signifies that no member of, or a delegate of, Congress, nor any elected or appointed official or employee of the State, the Government Accountability Office, LDH, CMS, or any other Federal agency has or shall benefit financially or materially from the contract. The contract may be terminated by LDH if it is determined that gratuities of any kind were offered to, or received by, any officials or employees from the State, its agents, or employees.

10.26. 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.

10.27. Terms of Payment

Unless otherwise requested, LDH will make payment to the Contractor via electronic means, which includes, electronic funds transfer ("EFT"), a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment IX for additional information regarding electronic payment methods and registration.

10.27.1. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract.

10.27.2. Payment of invoices shall be subject to approval of the Contract Monitor or designee. Continuation of payment shall be dependent upon available funding.

10.27.3. Payments will be made to the Contractor after written acceptance by LDH of performance, and approval of an invoice.

10.27.4. Payment amounts will reflect any Liquidated Damages that may be imposed as noted in Sections 6.10 through 6.13.

10.27.5. LDH will make every reasonable effort to make payments within thirty (30) Calendar Days of the approval of invoice and under a valid contract.

10.27.6. 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.

10.27.6.1. Payment will be made only for final POCs.

10.27.6.2. In situations where during the course of a quarterly monitoring visit for LTPCS Participants it is indicated that an assessment is required due to a change in status, the Contractor shall not invoice the State for both a monitoring visit and a reassessment, but will charge for either the monitoring visit or the reassessment.

10.27.7. During the transition to a new contractor, for the last month of the contract, LDH shall withhold seventy-five percent (75%) of the final payment to the Contractor for a maximum of ninety (90) Calendar Days from the due date of such amount to ensure that the outgoing Contractor fulfills its contractual obligations.

10.27.8. The Contractor will not be paid more than the maximum amount of the contract.

10.28. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under the contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act" of 1939.

10.29. Record Retention for Awards to Recipients

Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of ten (10) years from the date of submission of the final invoice. The only exceptions are the following:

10.29.1. If any litigation, claim, financial management review, or audit is started before the expiration of the ten (10) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken;

10.29.2. When records are transferred to or maintained by LDH, the ten (10) year retention requirement is not applicable to the Contractor; and

10.29.3. Indirect cost rate proposals, cost allocations plans, etc., as specified in 45 CFR §75.416.

10.30. References to Statutes, Rules, or Regulations

All references in this RFP to any law, rule, or regulation shall be deemed to refer to the provisions of the law, rule, or regulation as they exist at the time of the issuance of this RFP or as they may be hereafter amended. At any given time, the Contractor shall comply with the provisions that are currently in effect at that time.

10.31. 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 the contract, or of a subcontractor for a period of five (5) years from the date of final payment under the subcontract. Records shall be made available during Business Hours for this purpose.

10.32. **Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

10.33. **Reporting Changes**

The Contractor shall, within twenty-four (24) hours of the event, notify LDH of any of the following:

- 10.33.1. Change in business address, telephone number, facsimile number, and e-mail address;
- 10.33.2. Change in corporate status or nature;
- 10.33.3. Change in business location;
- 10.33.4. Change in solvency;
- 10.33.5. Change in corporate officers, executive employees, or corporate structure;
- 10.33.6. Change in ownership, including but not limited to the new owner's legal name, business address, telephone number, facsimile number, and e-mail address;
- 10.33.7. Change in incorporation status;
- 10.33.8. Change in Federal employee identification number or Federal tax identification number; or
- 10.33.9. Change in Contractor's litigation history, current litigation, audits and other government investigations both in Louisiana and in other states.

10.34. **Safety Precautions**

LDH assumes no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed pursuant to the contract. The Contractor shall take necessary steps to insure or protect itself, and its personnel. The Contractor agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

10.35. **Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/>

10.35.1. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

10.36. Severability

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void by a judgment or order of a court of competent jurisdiction, then both LDH and Contractor shall be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. In addition, if the laws or regulations governing the contract should be amended or judicially interpreted as to render the fulfillment of the contract impossible or economically infeasible, both LDH and the Contractor will be discharged from further obligations under the terms of the contract.

10.37. Software Reporting Requirement

All reports submitted to LDH by the Contractor must be in a format accessible and modifiable by the standard Microsoft Office Suite of products, Version 2010 or later, or in a format accepted and approved by LDH.

10.38. Termination for Convenience

LDH may terminate the contract for convenience and without cause upon thirty (30) Calendar Days' written notice to the Contractor of such termination, or from negotiation with the Contractor of an effective termination date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

10.39. Termination for Contractor Insolvency, Bankruptcy, Instability of Funds

- 10.39.1. The Contractor's insolvency or the filing of a petition in bankruptcy by or against the Contractor shall constitute grounds for termination for cause.

10.40. Termination for Cause

- 10.40.1. Should the State determine that the Contractor has failed to comply with the contract's terms, the State may terminate the contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the contract termination date.
- 10.40.2. 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 the contract provided that the Contractor shall give the State written notice specifying the Agency's failure and a reasonable opportunity for the State to cure the defect.

10.41. Termination for Ownership Violations

The Contractor is subject to termination, unless the Contractor can demonstrate changes of ownership or control, when:

- 10.41.1. A person with a direct or indirect ownership interest in the Contractor or any combination thereof of five percent (5%) or more:
 - 10.41.1.1. Has had civil Liquidated Damages or an assessment imposed under §1128A of the Social Security Act;
 - 10.41.1.2. Has been excluded from participation in Medicare or any State health care program; or
 - 10.41.1.3. Has a direct or indirect substantial contractual relationship with an excluded individual or entity. "Substantial contractual relationship" is defined as any direct or indirect business transactions that amount in a single fiscal year to more than twenty-five thousand dollars (\$25,000) or five percent (5%) of the Contractor's total operating expenses, whichever is less.

10.42. Termination or Reduction in Scope of Work for Non-Appropriation of Funds

The continuation of the contract and the maintenance of its original scope of work as set forth in the RFP are contingent upon the appropriation of funds by 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 or 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. If LDH finds that the effect of such reduction in funding is to provide monies that are sufficient for the continuation of the contract, yet insufficient to permit its continuation with the maintenance of its original scope of work as set forth in this RFP, LDH may, at its discretion and without the necessity of amending the contract, diminish the scope of work and reduce its payments to the Contractor accordingly; in that event, the diminished scope of work shall be within the limits of the original scope of work and the reduced payments to the Contractor shall be consistent with its original cost proposal submitted in its response to this RFP.

10.43. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

10.44. Use of Data

LDH shall have unlimited rights to use, disclose, or duplicate, for any purpose, all information and data developed, derived, documented, or furnished by the Contractor resulting from the contract.

10.45. Waiver

The waiver by LDH of any breach of any provision contained in the contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the contract and shall not establish a course of performance between the parties contradictory to the terms hereof.

10.46. Warranty to Comply with State and Federal Regulations

The Contractor shall warrant that it shall comply with all State and Federal laws and regulations as they exist at the time of the contract or as subsequently amended.

10.47. Warranty of Removal of Conflict of Interest

The Contractor shall warrant that it, its officers, and its 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 LDH promptly of any potential conflict(s). The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

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