REQUEST FOR PROPOSALS

SYSTEM POINT OF ENTRY (SPOE) FOR LOUISIANA'S EARLY INTERVENTION SYSTEM

EARLYSTEPS OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES DEPARTMENT OF HEALTH AND HOSPITALS

RFP # <u>305PUR-DHHRFP-SPOE-OCDD</u> Proposal Due Date/Time: July 8, 2011

Release Date: June 2, 2011

TABLE OF CONTENTS

Section	Content	2
	Glossary	4
	General Information	6
Α	Background	6
В	Purpose of RFP	6
С	Invitation to Propose	7
D	RFP Coordinator	7
Е	Proposer Inquiries	8
F	Pre-Proposal Conference	8
G	Schedule of Events	8
Н	RFP Addenda	9
II	Scope of Work	9
Α	Project Overview	9
В	Deliverables	9
С	Liquidated Damages	21
D	Fraud and Abuse	23
Е	Technical Requirements	23
F	Subcontracting	24
G	Insurance Requirements	24
H	Resources Available to Contractor	25
Ī	Contact Personnel	26
J	Term of Contract	26
K	Payment Terms	26
L	Ownership of Materials	26
M	Transition	27
N	Record and Data Confidentiality	27
0	News Release	27
P	Advertising	27
Q	State's Option to Reduce Scope of Work	27
R	Access to Records	28
S	Retention of Data and Records	28
	Trotomion of Bata and Trotomo	20
III	Proposals	28
A	General Information	28
В	Contact After Solicitation Deadlines	28
C	Rejection and Cancellation	29
D	Award Without Discussion	29
E	Assignments	29
F	Code of Ethics	29
G	Errors and Omissions	29
Н	Proposal Cost	29
	Ownership of Proposal	29
J	Procurement Library/Resources for Proposer	29
K	Proposal Submission	29
L	Proprietary and/or Confidential Information	30
M	Proposal Format	31
N	Requested Proposal Outline	31
IN	rroquosieu i roposai Outilile	31

(Proposal Content	31
	P Evaluation Criteria	35
(On Site Presentation/Demonstration	36
	Announcement of Award	36
IV	Contractual Information	37
	Attachments	38

Glossary

APR: Annual Performance Report, the report sent to the US Department of Education which gives a status of EarlySteps progress in meeting targets on 14 performance indicators its State Performance Plan. Available on the EarlySteps website at http://www.earlysteps.dhh.louisiana.gov/. The performance indicators are referenced for program performance evaluation in the RFP.

AT: Assistive Technology – Equipment or items used by individual children to help them benefit from early intervention services.

CFO: Central Finance Office. The contractor, which administers, manages, and operates a statewide data system, billing and collection system, and provider enrollment system as referenced in this RFP for DHH/OCDD and EarlySteps.

DHH: Department of Health and Hospitals

EarlySteps: Louisiana's Part C Early Intervention System

EDGAR: Education Department General Accounting Rules for education programs and services.

EPSDT: Early and Periodic Screening, Diagnosis and Treatment. The Medicaid health services program for children ages birth through 21. In Louisiana EPSDT may also be called KidMed, a part of the CommunityCARE Medicaid program.

EIDS: Early Intervention Data System.

EIS: Early Intervention System.

FSC: Family Support Coordinator – one type of EarlySteps provider that coordinates each child's Individualized Family Service Plan, monitors on-going service provision and coordinates annual evaluations and transition.

HIPAA: Health Insurance Portability and Accountability Act.

IDEA: The Individuals with Disabilities Education Improvement Act. Copies of the legislation and accompanying regulations are available at www.nectac.org.

IFSP: Individualized Family Service Plan. A plan for services based on each child's and family's individualized needs.

MUST: Denotes a mandatory requirement

OCDD: Office for Citizens with Developmental Disabilities

OPH: Office of Public Health

OSEP: Office of Special Education Programs is the federal agency that awards Part C funds to

states and monitors compliance with IDEA.

Part C: That section of IDEA that addresses children from birth to age 3 years.

Procedural Safeguards: Legal protections (including mechanisms or procedures) available to children, their parents, and their advocates to protect their rights in dealings with agencies and providers of early intervention services as defined in 20 USC 1439 (a) (1) - (8).

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

Shall: Denotes a mandatory requirement

Should, May, Can: Denote a preference, but not a mandatory requirement

SPOE: System Point of Entry. In Louisiana there are 10 offices, which serve as the entry point for children referred to EarlySteps.

SPP: State Performance Plan, the plan developed and submitted to the US Department of Education which defines Louisiana's 7 year plan to implement the required components of the Part C system through 14 performance indicators. The SPP is available on the EarlySteps website.

Surrogate Parent: A person appointed by EarlySteps to ensure that the rights of a child are protected if a parent cannot be identified to do so, according to EarlySteps policies and Section 303.406 of the Part C regulations.

Will: Denotes a mandatory requirement.

Working Day: Monday through Friday, 8:00am – 4:30pm excluding official State holidays.

I. GENERAL INFORMATION

A. Background

- 1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
- DHH is comprised of Medical Vendor Administration (Medicaid or MVA), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office for Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
- 3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
- 4. The Office for Citizens with Developmental Disabilities (OCDD) provides supports and services to help promote community participation and self-advocacy for people with developmental disabilities. These include, but are not limited to: vocational support to help foster independence; financial support to families who have a child with severe or profound disabilities; and assistance to individuals and families in supporting the family's ability to keep the individual in their community. OCDD is also responsible for the administration of home and community-based waivers for citizens with developmental disabilities.

The EarlySteps program is located within DHH OCDD. EarlySteps administers Louisiana's Part C of the Individuals with Disabilities Education Improvement Act (IDEA), which provides early intervention services to families that include infants and toddlers (birth to three years old) with developmental delays or diagnosed medical conditions likely to result in developmental delay. To meet federal program requirements that require the state to provide a comprehensive child find system, EarlySteps currently operates ten System Points of Entry (SPOE) offices in the ten DHH/OCDD regions of Louisiana through contracts with a contractor in each region.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers who will operate a SPOE office in one or more of the ten (10) DHH/OCDD "regions" as identified at www.dhh.louisiana.gov/offices/medialibrary/media-1/REG_MAP04.jpg. The SPOEs shall be responsible for initial Service Coordination, the eligibility determination and enrollment process for each referred child and family, and the completion of the initial Individualized Family Service Plan (IFSP) for each eligible child and family in EarlySteps Louisiana's IDEA Part C system. After eligibility is established, ongoing service coordination shall be provided by Family Support Coordinators (FSC) with enrolled Family Support Coordination agencies that

continually update the SPOE with information to enter into the data system. The SPOE shall be the only entity responsible for day-to-day maintenance of the child's electronic record in the Early Intervention Data System (EIDS).

2. Ten contracts are necessary to provide ten SPOEs for all children referred (approximately 10,000 referrals statewide per year) to the EarlySteps System. The Contractor will be responsible for providing Intake Service Coordination during the referral process and eligibility determination of each referred child. Approximately 4600 eligible children are anticipated for entry following eligibility determination. The SPOE will be responsible for providing ongoing Family Service Coordination in the event of personnel shortages. The cumulative total of eligible children for 2009 was 9000 statewide. Specific responsibilities of the SPOE shall include: Operate a referral, orientation, and intake process; conduct eligibility determination process; assess family concerns, priorities, and resources and develop the initial IFSP; facilitate activities which support the teaming model; issue service authorizations; establish and maintain record keeping system; hire and train staff; ensure that all licensing and training requirements are met; ensure quality of data reporting and quality assurance and establish location of an active office with full time personnel.

C. Invitation to Propose

DHH/OCDD/EarlySteps is inviting qualified proposers to submit proposals for services to administer, manage, and operate a SPOE in one or more of the ten DHH/OCDD regions in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

1. Request for copies of the RFP and written questions or inquires must be directed to the RFP coordinator listed below:

Valarie Laday
Program Manager
EarlySteps
Office for Citizens with Developmental Disabilities
Department of Health and Hospitals
Bienville Building, 2nd floor
628 N. 4th Street
Baton Rouge, LA 70802

Telephone Number: (225) 342-0095 Facsimile Number: (225) 342-8823 E-Mail: Valarie.Laday@la.gov

- This RFP is available in pdf at the following weblinks: http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47and
 http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4
- 3. All communication relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

E. Proposer Inquiries

- 1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links: http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47 and http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4
- Action taken as a result of verbal discussion shall not be binding on the Department.
 Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Pre-Proposal Conference

Not Required for this RFP.

G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	June 2, 2011
Deadline for Receipt of Written Questions	June 16, 2011 4:00 pm CDT
Response to Written Questions	June 23, 2011
Deadline for Receipt of Written Proposals	July 8, 2011 4:00 pm CDT
Proposal Evaluation Begins	July 11, 2011
Contract Award Announced	July 18, 2011
Contract Negotiations Begin	July 22, 2011
Contract Begins	August 1, 2011

H. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential

proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web addresses:

http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47 and http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4

It is the responsibility of the proposer to check the websites for addenda to the RFP, if any.

II. SCOPE OF WORK

A. Project Overview

DHH/OCDD EarlySteps System, Louisiana's Part C of IDEA, provides early intervention services to families that include eligible infants and toddlers (birth to three years old) that have developmental delays or diagnosed medical conditions likely to result in developmental delays.

The contractor selected for this project will serve as SPOE for children referred to EarlySteps. OCDD intends to contract with a maximum of 10 contractors to provide SPOE services, one in each of the 10 OCDD regions. The SPOEs shall provide initial Service Coordination, eligibility determination of the enrollment process for each referred child and family, and the completion of the initial IFSP for each eligible child and family. After eligibility is established, ongoing service coordination shall be provided by FSCs with enrolled Family Support Coordination agencies that continually update the SPOE with information to enter into the data system. The SPOE shall be the only entity responsible for day-to-day maintenance of the child's electronic record in the EID System. The SPOEs shall be the conduit for data to move from the regional level to a single statewide database used to interface with the EIDS. Data reports from the SPOE data system are generated by the DHH Central Finance Office.

Only the SPOEs shall have the right to enter and change data in the system for all parishes in their specified region. Early Intervention Providers (EIPs) will have the right to read their own child data electronically according to DHH/OCDD policy.

B. Deliverables

1. Operate a Referral, Orientation, and Intake Process:

The contractor shall provide qualified and trained Intake Service Coordinators to provide the required services outlined below and to function as the EarlySteps initial point of contact for the designated region.

Outcomes:

<u>Outcome 1.1</u>: Referrals will be received by the contractor from a parent, family member, physician, teacher, service providers, agencies, etc. Contractor will respond to each referral within specified timelines, and the following services will be offered: intake coordination via face-to-face interview and/or telephone contact, screening of the child, review of referral information and concerns, access of other health or evaluation information. The contractor must conduct the face-to-face interview with the family in their natural environment unless otherwise arranged with the family and with appropriate documentation.

Outcome 1.2: Completion of the initial face-to-face interview with the family will include providing the following information: introduction of the family to the

EarlySteps system and providing to the family, in the family's primary language or other mode of communication (including in writing), their procedural safeguards and their right to due process under Part C of the Individuals with Disabilities Education Act in 34 CFR 303.400-460 related to intake and eligibility procedures.

<u>Outcome 1.3</u>: Contractor will receive informed written consent from the parent/legal guardian to participate in the EarlySteps System in order to proceed with the intake process, eligibility process, accessing of information requests and initial IFSP development.

<u>Outcome 1.4</u>: Contractor will request and document receipt of information from appropriate health, medical, educational, and other community services providers with parental consent.

<u>Outcome 1.5</u>: Contractor will complete the family interview and developmental screening of each referred child using the *Ages and Stages Questionnaire* or other tool approved by EarlySteps.

<u>Outcome 1.6</u>: Contractor will ensure receipt of all relevant information from the family to complete intake process including: Medicaid eligibility verification, insurance verification and eligibility for and referral to other community programs/services.

<u>Outcome 1.7</u>: Contractor will conduct a determination of need, coordinated with the EarlySteps central and regional office staff, to access the surrogate parent system. The contractor's role includes: Submitting any such names and addresses to OCDD for appropriate surrogate parent action, using the state-developed form; assisting OCDD in recruiting surrogate parent volunteers; assisting OCDD with local surrogate parent training if necessary; reviewing the child's situation in regards to whether a parent or guardian is present; and determining if a referred child would benefit from a surrogate parent. Within ten (10) business days of the child's initial referral to the contractor, the contractor must complete and return to OCDD the designated form for each child believed to be eligible to receive a surrogate appointment based on the criteria set forth under 34 CFR 303.406. The OCDD shall appoint a surrogate parent and inform the contractor of the appointment.

<u>Outcome 1.8</u>: Contractor will use an acknowledgement of receipt of referral from referral sources using a standard acknowledgement letter provided by EarlySteps.

Outcome 1.9: Contractor will send certified letters to families when contact attempts fail.

The Contractor shall be subject to and held to the following Performance Indicators:

- Percentage of referrals processed within 3 business days.
- Percentage of face-to-face interviews with families within 10 business days.
- Percentage of referral acknowledgements sent within 5 business days.
- Percentage of certified letters sent to families after 3 documented contact attempts.
- Accuracy of chart data within acceptable parameters as determined in monitoring activities.

 Parent CQI survey results are consistent with targets set for the Louisiana Annual Performance Report (APR) for Indicator 4 for appropriate SPOE region. The APR is posted on the EarlySteps website.

Monitoring Activities

Review of data from the Early Intervention Data System (EIDS) Review of monthly SPOE reports Results of parent survey data Chart review for required activity documentation

2. Conduct Eligibility Determination Process

The contractor shall complete the eligibility determination process for each child who enters the process following screening with the intake service coordinator, eligibility and assessment provider, early intervention consultant, family, and other multidisciplinary team members as appropriate as outlined below. The contractor will establish the number of individual eligibility evaluators to be hired or contracted by the SPOE to conduct eligibility evaluations. The evaluators shall represent the appropriate disciplines based on regional needs. The number of evaluations and disciplines represented for 2009-2010 can be found in the SPOE RFP library at: http://www.earlysteps.dhh.louisiana.gov/.

Outcomes

<u>Outcome 2.1</u>: Relevant assessments and evaluations are collected from other sources including the referral source.

Outcome 2.2: Appropriate multidisciplinary team is assembled to review the referral information and previous assessments and to participate in the eligibility determination process in accordance with federal Part C regulations and EarlySteps policies. This team may be an in-house multidisciplinary team with experience with evaluating infants and toddlers with disabilities, including the early intervention consultant, and/or be selected from the EarlySteps enrolled early intervention evaluation providers. Evaluators may be employees of the Contractor or may be subcontracted employees of the Contractor. Additional EarlySteps evaluators not employed or subcontracted by the SPOE, but who are enrolled as EarlySteps providers, may be utilized when needed. Payment for these evaluators will be billed by them separately according to current EarlySteps process.

<u>Outcome 2.3</u>: The determination of eligibility is completed as required under Part C of IDEA and state and federal regulations, the EarlySteps Practice Manual and the training modules: *Making Informed Decisions, Battelle Developmental-2 Inventory and the Autism Screening Protocol.*

<u>Outcome 2.4</u>: Referrals to community supports and resources and other services, including referral for EPSDT case management for children not eligible for EarlySteps, are conducted.

The Contractor shall be subject to and held to the following Performance Indicators:

Accurate completion of data entry resulting in successfully issued authorizations

- Percentage of children processed from referral to initial IFSP within 45 days, consistent with targets for APR and regional targets as specified in Attachment VII
- Parent CQI survey results consistent with targets set in Louisiana APR Indicator
- Identification of children referred to EPSDT by the Bureau of Health Services Financing contractor
- Number of eligibility evaluations completed by the multidisciplinary eligibility team

Monitoring Activities

Review of data from the Early Intervention Data System (EIDS) Review of monthly SPOE reports and self-assessments Results of parent survey data.

Chart review for required documentation

3. Assess family concerns, priorities, and resources and develop initial Individualized Family Service Plan (IFSP)

The contractor will coordinate the results of the evaluation and assessment process including the family-directed assessment, information collected during the intake process, results of the evaluation and assessment data, using a team-based model, which supports decision-making necessary to develop the IFSP as specified below:

Outcomes:

Outcome 3.1: Family concerns, priorities and needs are accurately reflected in the IFSP following an assessment conducted as part of the eligibility determination process.

Outcome 3.2: Family chooses Family Service Coordinator and Providers from the Service Matrix.

Outcome 3.3: an IFSP team is assembled which shall consist of the following members:

- Parent(s) of the child
- Other family members, requested by the parent(s)
- An advocate or other person(s) requested by the family,
- The Family Service Coordinator selected by the family at the time of the initial referral, as defined under 34 CFR 303.23 that has been designated responsible for the implementation of the IFSP.
- Person(s) involved in conducting the evaluations and assessments, in-person or through other means, such as participation by telephone conference call or through pertinent records that are available at the meeting. A knowledgeable authorized representative may also attend the meeting as a substitute for the person unable to attend (34 CFR 303.343 (a) (2) (ii)], and
- Service providers (34 CFR 303.343) as appropriate.

Outcome 3.4: Completion of the initial IFSP within 45 days of referral that identify child and family priorities according to IFSP requirements.

<u>Outcome 3.5</u>: Completion of referrals and transition activities for children referred to the OCDD and the local education agency (LEA) prior to the child's 3rd birthday according to EarlySteps and OCDD policy. Referrals to other resource agencies, such as Families Helping Families, Child Care Resource and Referral Agencies, Head Start and Early Head Start, etc., identified during intake process are made.

The Contractor shall be subject to and held to the following Performance Indicators:

- IFSPs are complete and accurately identify child and family outcomes from assessment process
- Average costs of services within service guidelines
- Percentage of IFSPs completed which meet targets for Louisiana APR indicators 1, 2, 7, and 8

Monitoring Activities

Chart review for hard copy of IFSP, transition meeting and documentation of referrals sent to OCDD and the LEA

EIDS data is within established parameters for region according to quarterly EIDS reports

Corrective Action Plans developed and timely correction of any targets not met Monthly report including self-assessment submitted to regional and central office staff

Evidence of team process in IFSP development according to signatures of participating members.

4. Facilitate activities which support the EarlySteps teaming model for initial and ongoing IFSPs.

The contractor will employ or contract a Team Facilitator(s) to assist the intake and support coordinators in the implementation of trans-disciplinary teaming to support the service decisions process. The job description for the Team Facilitator is included in Attachment V.

Outcomes:

<u>Outcome 4:1</u>: Contractor assesses staffing need for the appropriate number of Teaming Facilitators for their region based on the number of support coordination agencies enrolled in EarlySteps. Facilitators are hired and trained by EarlySteps trainers.

<u>Outcome 4:2</u>: Teaming Facilitator trains Family Support Coordinator and Family Support Coordinator Supervisor in the team decision process according to EarlySteps requirements.

Outcome 4.3: Teaming Facilitators attend eligibility team meetings, IFSP review and annual meetings as needed to support implementation of the *Team Services Decision Process* to develop IFSPs which meet child and family needs. This process is provided in the EarlySteps practice manual in Chapter 6, located on the website

The Contractor shall be subject to and held to the following Performance Indicators:

- Percentage of IFSP team meetings attended by the Teaming Facilitator.
- Percentage of IFSP outcomes appropriately addressed using the Team Services

Decision Process.

Completion of training of each FSC and FSC supervisor in the region.

Monitoring Activities

Documentation of training
Review of team meeting minutes
Chart review of Team Service Decision Process forms

5. Provide administrative functions related to issuing service authorizations and data entry for the Central Finance Office (CFO).

The contractor will perform activities which support timely service delivery for enrolled infants and toddlers and accurate, timely data reporting as specified below:

Outcomes:

Outcome 5.1: Service authorizations are submitted to the CFO within 2 business days of the initial IFSP meeting.

<u>Outcome 5.2:</u> Subsequent service authorizations are received from and processed for the FSC and service providers within 3 days following an IFSP review /revision.

Outcome 5.3: Each child's Master record is maintained as specified below.

Outcome 5.4: Data uploads to CFO are conducted according to the established schedule.

The Contractor shall be subject to and held to the following Performance Indicators:

- Percentage of IFSPs completed which meet targets for Louisiana APR Indicators 1, 2, 7, and 8
- IFSP services fully authorized for initial service provision to occur within 30 days of parent consent
- Service providers able to provide timely services following access to service authorizations

Monitoring Activities

Chart review for master copy of IFSP and other documentation for child master record

Provider billing processed by CFO and Medicaid

EIDS data within state-established parameters

6. Establish and Maintain Record Keeping System according to Federal and State Requirements

The contractor shall establish and maintain records for each child as well as in support of business operations as specified below:

Outcomes:

Outcome 6.1: All early intervention records are maintained in accordance with the

applicable regulations under IDEA, Family Education Rights and Privacy Act (FERPA) and Education Department General Accounting Rules (EDGAR), including: hard copy paper file and electronic file record, as described below, regardless of the outcome of the intake process (i.e. eligible or not, accept or decline services, etc.).

Outcome 6.2: Utilization of the software provided by OCDD for accurate data entry as the link between the contractor's records and the EIDS.

<u>Outcome 6.3</u>: All notices of actions and consents; family service coordination documentation including meeting notifications, IFSP reviews/evaluations, new IFSPs, correspondence, and releases in the hard copy file record in the format required are maintained.

<u>Outcome 6.4</u>: Required EarlySteps forms are utilized for record keeping according to the instructions provided in the EarlySteps Practice Manual.

Outcome 6.5: Data entry in EIDS is accurate such that OCDD is able to:

- Identify gaps in the local service delivery system and the need for resource development, personnel recruitment, etc;
- Conduct financial forecasting, fund acquisition, and other reporting functions accurately
- Verify required system components (e.g. IFSP, releases, consents, etc) are completed according to state and federal regulations.
- Submit eligibility verification and prior authorization data to the fiscal intermediary for the Bureau of Health Services Financing.

Outcome 6.6: All child and family information, medical records, and data elements collected, maintained or used in the administration of the contract from unauthorized disclosure as set forth under 34 CFR 303.460 are protected according to:

- Safeguards that restrict the use or disclosure of information concerning children and families to purposes directly connected with the administration of the contract.
- Records, reports, documentation, data, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Louisiana.
- Information gained by the contractor as a result of the activities conducted under the contract shall be confidential and no reports, documentation, or material prepared as required by or obtained through the contract shall be released to the public without the prior written consent of OCDD and must include the identification of EarlySteps, OCDD and the State of Louisiana.
- Signatures obtained from all employees or subcontractors of the contractor agreeing to the confidentiality provisions of the contract as required by the OCDD.

Outcome 6.7: Financial, time, and accounting records and evidence pertaining to the contract are maintained in accordance with generally accepted accounting principles and other procedures specified by DHH/OCDD. These records must be made

available to DHH/OCDD and/or its designees and the legislative auditor during the contract period, any renewal period, and for the period of time specified below for retention of records.

<u>Outcome 6.8</u>: Books, records, evidence, and other documents relevant to the contract are securely stored for a period of five (5) years after final payment and the completion of an audit (if an audit is performed). Any records or documents involved in, related to, or required for any litigation, claim, negotiation, audit, or other such action must be retained until the resolution of the action, or until five years have passed after final payment and completion of any required audit, whichever is later. The contractor shall allow authorized representatives of the State of Louisiana agencies and the federal government to inspect these records upon request.

The Contractor shall be subject to and held to the following Performance Indicators:

- Records are complete, accurate and meet Federal and State Requirements.
- Hard copy documentation is consistent with EIDS data.
- Records are maintained according to the required timelines

Monitoring Activities

Chart Review Agency Audits

7. Hire and Train staff to meet functions of SPOE office (see Attachment V for Job Descriptions)

The Contractor will conduct activities which meet personnel requirements and needs of the region as specified below. Key personnel commitments made in the contract shall only be changed with prior written approval of DHH/OCDD. The contractor shall be responsible for the training and education of new personnel at the contractor's expense. DHH/OCDD shall not be liable for any cost related to the training or education of new or substitute staff with the exception of the eligibility evaluators and the teaming facilitators for whom some training will be provided by DHH/OCDD.

Outcomes:

<u>Outcome 7.1</u>: Personnel are hired, trained and demonstrate effective service provision as required in the contract and meet qualifications specified.

<u>Outcome 7.2</u>: Appropriate number of staff is hired necessary to provide all services required.

Outcome 7.3: Staff members are hired which meet qualifications specified.

<u>Outcome 7.4</u>: Additional necessary support is provided by the contracted agency which (such as data support) to assist the Intake Service Coordinators in providing the services required herein.

<u>Outcome 7.5</u>: If requested by DHH, the contractor and/or sub-contractor must provide all necessary authorizations for the background checks for all personnel.

The contractor must arrange for background checks for required staff according to requirements of the Bureau of Health Services Financing. (The State reserves the right to conduct a background check on any contractor or sub-contractor personnel).

The Contractor shall be subject to and held to the following Performance Indicators:

- All staff meets specified qualifications with supporting documentation.
- Adequate staffing of program results in timeline requirements being met according to APR Indicators 1, 7, 8.

Monitoring

Chart Review -Personnel files EIDS reports

8. Ensure that all licensing and training requirements are met according to the Case Management Services provider manual reissued 7/01/2002.

The contractor will arrange and/or provide case management training and EarlySteps training as specified below:

Outcomes:

Outcome 8.1: Each Intake Service Coordinator and Intake Service Coordinator Supervisor must complete required licensing and EarlySteps training as specified below and participate in any required meetings. In addition, the intake service coordinators must adhere to the requirements of the EarlySteps Practice Manual.

EarlySteps Training Requirements include the following:

- Module 1: Orientation—EarlySteps: A New Look
- Module 2: Evaluation and Assessment—Making Informed Decisions on-line through E-learning and with a face—to-face component (when available) through EarlySteps
- Module 3: Spectrum of Child Development
- Module 4: Family Centered Practices
- Module 5: Introduction to Teaming Practices
- Module 6: Introduction to the Individualized Family Services Plan on-line through E-Learning and Individualized Family Service Plan Process a face-toface component.
- Module 7: Concerns, Priorities and Resource Process, a face-to-face training activity
- Face-to-Face Orientation to EarlySteps by Regional Coordinator
- Technical Assistance provided at a minimum of 1 hour per month with the Regional Coordinator in region served; meetings may increase based on the SPOE needs. All SPOE staff will be required to attend scheduled meetings.
- SPOE software training
- Additional training as required by DHH/OCDD

Case Management Licensing Training Requirements:

Orientation- at least sixteen (16) hours must be provided to all staff, volunteers, and students within five (5) working days of employment. A minimum of eight (8) hours of the orientation training must cover orientation to the target population including,

but not limited to, specific service needs and resources. This orientation must include, at a minimum:

- Case Management Provider policies and procedures.
- Medicaid and other applicable DHH policies and procedures.
- Confidentiality.
- Documentation in case records.
- Parents' Rights under IDEA Part C.
- Recipient rights protection and reporting of violations.
- Recipient abuse and neglect reporting policies and procedures.
- Recognizing and defining abuse and neglect.
- Emergency and safety procedures.
- Data management and record keeping.
- Infection control and universal precautions.
- Working with the target populations.
- Professional ethics.
- Outcome measures.

<u>Outcome 8.2</u>: In addition to the required sixteen (16) hours of orientation, all new employees without documented training must receive an additional minimum sixteen (16) hours of training during the first ninety (90) calendar days of employment. This training must be related to the population of infants and toddlers with disabilities to be served, must include specific knowledge, skills, and techniques, and must include the training modules listed above.

<u>Outcome 8.3</u>: An individual with demonstrated knowledge of both the training topics and the target populations must provide this training. This training must include the following at a minimum:

- Assessment techniques.
- Support and service planning.
- Support and service planning for people with complex medical needs
- Resource identification.
- Interviewing and interpersonal skills.
- Data management and record keeping.
- Communication skills.
- Cultural awareness.
- Personal outcome measures.

<u>Outcome 8.4</u>: New employees may not be given service coordinator responsibility until the orientation is satisfactorily completed. This additional training may be counted as part of the required 40 annual hours. The following is a list of suggested additional topics for training:

- Nature of illness or disability, including symptoms and behavior.
- Pharmacology.
- Potential array of services for the population.
- Building natural support system.
- Family dynamics.
- Developmental life stages.
- First aid/CPR.
- Signs and symptoms of mental illness, alcohol, and drug addiction, mental

retardation/developmental disabilities and head injuries.

- Monitoring techniques.
- Advocacy.
- Behavior management techniques.
- Values clarification/goals and objectives.
- Available community resources.
- Cultural diversity.
- Health management.
- Team building/interagency collaboration.
- Transition/closure.
- Facilitating team meetings.
- Stress and time management.
- Legal issues.
- Outcome measures.

<u>Outcome 8.5</u>: Individuals who supervise Intake Service Coordinators must complete a minimum of 40 hours of training a year. Suggested topics for supervisory training include:

- Professional ethics
- Process for interviewing, screening, and hiring staff
- Orientation/in service training of staff
- Evaluating staff
- Approaches to supervision
- Managing caseload size
- Conflict resolution
- Documentation
- Time management

EarlySteps Practice Manual and any updates are printed and available to all agency staff. Verification of training on the program practice manual is documented. The manual is available on the website at http://www.earlysteps.dhh.louisiana.gov/.

Contractor shall be subject to and held to the following Performance Indicators:

 Personnel records include - Time, date, trainer, trainer's qualifications and agenda signed by supervisor, documentation of training provided by outside agencies to include certificate of attendance signed by trainer or training organizations.

Monitoring Activities

Personnel File Review Attendance records

9. Ensure quality of data reporting and quality assurance

The contractor will develop and implement quality management strategies which assure quality of agency and EarlySteps system implementation and accuracy of data reporting as follows:

Outcomes:

<u>Outcome 9.1</u>: Written procedures developed for performance of the services as required herein within 90 days of the initiation of the contract which reflect provisions of the EarlySteps system in a prompt, professional, family-centered, equitable, consistent, and culturally competent manner that ensures:

- Each referred child is guaranteed equal and timely access to the services available through the EarlySteps system or referred to other appropriate services, regardless of the nature of the child's disability or the degree of disability, family educational/socioeconomic status, primary language or geographic location.
- Families receive accurate and timely information, knowledge of choices or options available, and are given an explanation of their rights, opportunities and responsibilities under Part C federal and state law.
- Collaborative relationships with referring agencies, providers and other community agencies are developed which support the EarlySteps team-based service delivery model
- Access for children and their families to systems and services that will assist in meeting their needs including those related to the child's developmental concerns as well as enhancing the family's capacity in meeting the needs of their child.
- Confidentiality of data, including medical records, payment information, child and family information, and early intervention service records are maintained
- Data is entered accurately and in a timely manner
- A written plan for conducting a self-evaluation and report findings to OCDD is developed and implemented agency-wide.
- A written approved Quality Enhancement Plan that engages in learning or collecting performance information to determine how well they are meeting agency goals; responding or acting in ways to improve performance, implementing or activating a plan that has well defined goals and objectives, and evaluating and monitoring the implementation of the quality project

Outcome 9.2: Data management results in accurate data reporting which meets state and federal requirements such that:

- Procedures which ensure confidentiality of all contents including medical records, payment information, child and family information, and early intervention service records are implemented.
- Reporting requirement established by OCDD including monthly reports, corrective action plans, self-assessments and Individual Family Service Plans (IFSPs) are met.
- Procedures ensure timely, accurate input of data into EIDS

The Contractor shall be subject to and held to the following Performance Indicators:

Policy manual developed within 90 days of contract initiation which includes, but is not limited to the following:

- Anti-discrimination
- Evaluations
- Promotion
- Disciplinary actions

- Termination
- Employee grievances
- Continuous quality management
- Training requirements

Written Quality Enhancement Plan developed within 90 days of contract initiation and approved by OCDD which includes:

- Agency vision and mission
- Establishing a Quality Council
- Establishing an Organizational Infrastructure to Support Quality
- QM Policy and procedures
- Evaluating Fidelity of Implementation of your plan and updates
- Quality management committee which includes stakeholders
- Data collection and analysis
- Procedures for conducting self-evaluation and other quality enhancements and procedures to report findings to OCDD according to established guidelines
- Training
- Procedures for determination of consumer satisfaction and means to address concerns identified

Monitoring Activities:

Review of policy manuals and quality assurance guidelines

Data reporting meets schedules and results within expected parameters

10. Location of Active Office with Full Time Personnel

The contractor will establish a physical office location within the OCDD "region" for which the contract is awarded and where full and part-time personnel will be housed. The office must be fully operational to meet contract requirements within 30 days from the start date of the contract if a current SPOE or 90 days for any new SPOEs awarded a contract. The office shall provide:

- Availability during business hours (8:00 am to 4:30 pm) 52 weeks per year, except for State holidays.
- Telephone answering service during closed office hours, checked and responded to daily. All calls will be responded to daily (except weekends and holidays).
- Office hours posted on office door.
- Location is accessible in compliance with the Americans with Disabilities Act.

Any modifications to this requirement must be approved in advance by EarlySteps.

C. Liquidated Damages

In the event the Contractor fails to meet the performance standards specified within
the contract, the liquidated damages defined below may be assessed. If assessed,
the liquidated damages will be used to reduce the Department's payments to the
Contractor or if the liquidated damages exceed amounts due from the Department,
the Contractor will be required to make cash payments for the amount in excess.

- a. Non-Compliance with applicable policies, rules and regulations, or with the terms and conditions prescribed in the contract for System Point of Entry Services \$500 per finding and \$100 per day until compliance achieved.
- b. Contractor has presented, or has caused to be presented, any false or fraudulent claim for services or has submitted or has caused false information to be furnished to DHH---\$1000 per finding.
- c. Contractor has failed to keep or make available for inspection, audit or copying, any identified records regarding payments made for providing services-\$500 per finding and \$100 per day until compliance achieved.
- d. Contractor has failed to furnish information requested by DHH regarding payments for providing goods or services---\$500 per finding and \$100 per day until compliance achieved.
- e. Late submission of required reports without prior notification- \$50.00 per working day, per report.
- f. Failure to fill vacant contractually required key staff positions within 30 days -\$500.00 per working day from 31st day of vacancy until filled with a qualified employee approved by the Department.
- g. Failure to maintain all files and perform all file updates according to the requirements in the contract \$200 per working day for each day after the agreed upon date.
- h. Failure to respond to phone calls and referrals within the specified time line in the RFP or as agreed to by the Department \$100 per occurrence.
- i. Failure to comply with certification and monitoring deliverables- \$100 per occurrence.
- j. Contract Schedule Performance Requirement
 - i. The contractor must install, test and have a fully functional Early Intervention System provided by DHH/OCDD within thirty (30) working days following contract award.
 - ii. The contractor must immediately advise DHH/OCDD of any circumstance or event that could result in late completion of any task or subtask called for completion on a certain date. If, for any reason, the contractor is delayed in meeting the contract schedule and time frames, penalties may be assessed.
 - iii. Approval of corresponding change order(s), contract amendment(s) or work plan modification(s) does not imply that penalties will not be assessed. Charges of five hundred dollars (\$500.00) per workday, or any part thereof, may be assessed for delay in meeting any of the dates specified as milestones in the contract terms.
- k. Additional Damages and Payment Recovery
 - i. Damages may be assessed against the contractor in an amount equal to the costs of obtaining alternative SPOE services. The damages shall include the difference in the payment that would have been paid to the contractor and the rates paid to the replacement contractor.
 - ii. DHH may withhold payments to the contractor for damages until such damages are paid in full or may recover damages from the performance bond or 10% retainage payable to DHH. Any and all damages shall become due and payable upon written notification from DHH. Failure to remit within ten (10) working days shall result in withholding of the contractor's monthly payments until all outstanding damages are paid.

DHH has the right to recover any amounts overpaid to the contractor and/or its subcontractors.

- 2. The decision to impose liquidated damages shall include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred:
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of program participants or places DHH/OCDD at risk of violating federal/state performance requirements.
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

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

E. Technical Requirements

The SPOEs shall have computer hardware meeting the specifications for running the EIDS software, DSL, Cable or other high-speed Internet connection with email capabilities and an Internet Service Provider. DHH currently has software, (based on a model from Indiana First Steps Early Intervention Software) which is compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for operating the SPOEs.

The Contractor must maintain hardware and software compatible with DHH requirements. Any exceptions to these standards must have the prior express written approval of DHH/OCDD. The current DHH hardware and software minimum requirements are as follows:

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color Monitor:
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;

- Appropriate Firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.)

F. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of DHH/OCDD. The contractor shall not substitute any subcontractor without the prior written approval of DHH/OCDD. Contracts for evaluation services as required in deliverable #2 shall not require approval by EarlySteps if the evaluator meets all EarlySteps qualifications. Attachment V specifies these qualifications. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

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

Should the contractor utilize a subcontractor(s) to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's(s):

- performance;
- compliance with all of the terms and conditions of the contract; and
- compliance with the requirements of all applicable laws.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

G. Insurance Requirements

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

1. Contractor's Insurance

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

2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

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

4. Insurance Covering Special Hazards

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

5. Licensed and Non-Licensed Motor Vehicles

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

6. Subcontractor's Insurance

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

H. Resources Available to Contractor

DHH/OCDD/EarlySteps will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

I. Contact Personnel

All work performed by the contractor under the contract will be monitored by:

Brenda B. Sharp, Program Manager OCDD, EarlySteps Program DHH Office for Citizens with Developmental Disabilities 628 N. Fourth Street / PO Box 3117 Baton Rouge, LA 70821-3117

Phone: (225) 342-0095 Email: Brenda.Sharp@la.gov

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of three (3) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

K. Payment Terms

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the OCDD contract manager. The contractors selected for this program will be provided with the invoice format utilized by OCDD. All invoices submitted must include supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. The Contract Manager or a designee must approve all invoices before payment will be authorized.

L. Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of DHH/OCDD and shall be delivered to DHH/OCDD upon ten (10) working days notice from DHH/OCDD.

With respect to software computer programs and/or source codes developed for DHH/OCDD, the work shall be considered "work for hire", i.e., DHH/OCDD, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to DHH/OCDD all right, title and interest in and to any copyright, and DHH/OCDD shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

Should the contractor have pre-existing intellectual property to be used in the performance of services under the contract, the intellectual property must be identified prior to use. If the contractor identifies such intellectual property ("Background IP")

during contract negotiation, then the Background IP owned by the contractor on the date of the contract remains the property of the contractor. The contractor shall grant DHH/OCDD a non-exclusive, royalty free perpetual license to use any of the contractor's Background IP delivered to DHH/OCDD for the purposes agreed to under the contract.

M. Transition

Upon expiration, termination, or cancellation of the contract, the contractor shall assist DHH/OCDD to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by DHH/OCDD. The contractor shall deliver at no cost to DHH/OCDD all requested records, reports, documentation, data, and material developed or acquired by the contractor as a result of the contract.

The contractor shall discontinue providing services or accepting new assignments under the terms of the contract on the date specified by DHH/OCDD in order to insure the completion of such service prior to the expiration of the contract. Thirty (30) working days prior to the termination of this contract, the contractor shall fully cooperate with any subsequent contractor during the transition period. DHH/OCDD Program Manager shall serve as the transition coordinator between the existing contractor and the replacement contractor.

N. Record and Data Confidentiality

Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. Such conduct may be reported to the State Attorney General for possible criminal prosecution. In addition, protected health information shall be protected as required by HIPAA.

O. News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of DHH/OCDD.

P. Advertising

The contractor shall not use DHH/OCDD/EarlySteps names, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of DHH/OCDD.

Q. State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, DHH/OCDD shall provide written notice to the contractor. DHH/OCDD reserves the right to remove any task/function contained in the contract at any time with a minimum of forty-five (45) days advance notice in writing to the contractor. DHH/OCDD will renegotiate payment based on the task/function removed. Upon receipt of such written notice, the contractor will submit, within five (5) working days to DHH/OCDD, an itemization of the work effort already completed under the contract for payment purposes.

R. Access to Records

In addition to the terms stated elsewhere in this RFP, the State or its designee shall have access, upon demand, to any books, documents, papers and records of the contractor related to the contract. The contractor shall insert identical rights of access for the State into any subcontractor agreement the contractor enters into under the contract. Failure to meet the requirements of this section shall be considered a material breach of contract and the State may use any remedy available under the contract or under law.

S. Retention of Data and Records

Notwithstanding the provisions of CF-1, page 2, paragraph 4, Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment or as prescribed in Part C IDEA, under Deliverable 6 above, and any other applicable requirements, whichever is longer. Contractor shall make available to DHH/OCDD or its designee such records within ten (10) calendar days of DHH/OCDD written request and shall deliver such records to DHH/OCDD central office in Baton Rouge, Louisiana, all without expense to DHH/OCDD. Contractor shall also allow DHH/OCDD or its designee to inspect, audit or copy records at the contractor's site, without expense to DHH/OCDD or its designee.

Should the Contractor enter into a sub-contract for provision of any of the services contained in this RFP, all records and data must be maintained at the contractor's site.

III. PROPOSALS

A. General Information

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

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, 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 or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

D. Award Without Discussion

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

E. Assignments

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

F. Code of Ethics

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 which can officially rule on ethics issues.

G. Errors and Omissions

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

H. Proposal Cost

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

I. Ownership of Proposal

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

J. Procurement Library/Resources Available To Proposer

EarlySteps Program information of potential interest to the proposer is available at the following website: http://www.earlysteps.dhh.louisiana.gov. It includes manuals, the State Performance Plan, Annual Performance Report, Regional staff office locations, links to the Provider Matrix and other resources including IDEA requirements and regulations. In addition, a glossary is included in this RFP.

K. Proposal Submission

- All proposals must be received by the due date and time indicated on the Schedule
 of Events. Proposals received after the due date and time will not be considered. It
 is the sole responsibility of each proposer to assure that its proposal is delivered at
 the specified location prior to the deadline. Proposals which, for any reason, are not
 so delivered will not be considered.
- 2. Proposer shall submit one (1) original hard copy and should submit one (1) electronic copy and ten (10) hard copies of each proposal. The electronic copy should be

given on cd or flash drive. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:
Mary Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 4th Street, 5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:
Mary Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

L. Proprietary and/or Confidential Information

- The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
- 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 Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
- 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."

- 4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
- 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, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
- 6. If the proposal contains confidential information, a redacted copy of the proposal must be submitted. If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as "REDACTED COPY". The redacted copy should also state which sections or information has been removed."
- 7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

M. Proposal Format

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

N. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

O. Proposal Content

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

- 2. 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.
- 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 Section II.

4. Introduction/Administrative Data

- a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH/OCDD/EarlySteps as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c. This section should also include the following information:
 - i. Location of Active Office in the region with Full Time Personnel, or where the office will be located if not there now, and include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
- d. The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).
 - ii. The proposer must indicate the specific region for which the proposal is intended. (A separate **proposal shall be submitted for each region** the proposer intends to apply to operate a SPOE.)

5. Work Plan/Project Execution

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

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h. Demonstrate an understanding of and ability to implement data collection as needed.
- i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- I. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.

 Document procedures according to HIPAA and FERPA requirements to protect the confidentiality of records both hard copies and in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

6. Relevant Corporate Experience

- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

7. Personnel Qualifications

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

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

8. Additional Information

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

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

10. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined for a three-year period. An item by item breakdown of costs shall be included in the proposal. The proposer must indicate for which region a cost proposal is being submitted. Proposers shall include costs for evaluation teams in the cost proposal. These evaluators may be the proposer's employees or may be subcontracted. Attachment IV cost template provides a line item for the proposer to show cost for eligible evaluators who are employed and/or contracted by the SPOE.
- b. Proposers shall submit the breakdown in a format similar to the attached cost template form (See Attachment IV) for each year of the contract to demonstrate how cost was determined.

P. Evaluation Criteria

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.
- 2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
- Scoring will be based on a possible total of 100 points. Each evaluator will score each proposal, and the proposal with the highest combined total score in a region will be recommended for award in that region.
- 4. Cost Evaluation:

a. The proposer with the lowest total cost in a region for all three years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$CPS = (LPC/PC)^* 25$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- c. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
- d. The DHH Deputy Undersecretary may provide information to the Proposal Review Committee in its evaluation of the additional 5 points.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Point Total
Introduction/Understanding of RFP	5
Work Plan/Project Execution	25
Corporate Experience	15
Qualification of Personnel	20
Financial Statements	5
Cost	30
Total Points	100

Q. On-Site Presentations/Demonstrations

Not Required for this RFP.

R. Announcement of Award

Contracts shall be awarded by region; there will be a total of ten regions awarded. The Department will award the contract(s) to the proposer(s) with the highest graded proposal(s) by region and deemed to be in the best interest of the Department. All proposers will be notified of the contract awards. The Department will notify the successful proposer(s) and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- C. Retainage The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
 - Personnel Assignments: The Contractor's key personnel assigned to this contract
 may not be replaced without the written consent of the Department. Such consent
 shall not be unreasonably withheld or delayed provided an equally qualified
 replacement is offered. Key personnel for these purposes will be determined during
 contract negotiation.
 - 2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 - 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 - 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.
 - 5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
 - 6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
 - 7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or

indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

- 8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA-BAA
- IV. Cost Breakdown Template
- V. Job Descriptions
- VI. Monthly Invoice
- VII. Referral Estimates and Targets by Parish and Region
- VIII. Monthly Report

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

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

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

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

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

- 1. The information contained in its response to this RFP is accurate;
- 2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- 3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- 4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
- 5. Proposer understands that if selected as the successful Proposer, he/she will have 15 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
- 6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.).

uthorized Signature:	
yped or Printed Name:	
itle:	
Company Name:	

CFMS:	
DHH:	
AGENCY #	

Attachment II
DHH - CF - 1

CONTRACT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

		Al	ND							
	FOR									
	☐ Personal Service	ces Professional Services	s □ Consultii	ng Se	ervices 🗆	Social Service	es			
1)	Contractor (Legal Name if Cor	poration)		5)	Federal En Security #	nployer Tax I	D# or Soci (11 digits			
2)	Street Address			6)	Parish(es)	Served				
	City and State		Zip Code	7)	License or	Certification	ı #			
3)	Telephone Number		8)	Contractor						
4)	Mailing Address (if different)	Corporation:			☐ Yes ☐ Yes ☐ Yes ☐ Yes	□ No □ No □ No □ No				
	City and State	Zip Code	8a) CFDA#(Federal Grant #)							
9)	Brief Description Of Services Include description of work to be be received (when applicable). the contract and amount of effor	e performed and objectives to In a consulting service, a resu	me of key contr	act p	ersonnel perf					
10)	Effective Date		11) Termination	on Da	ite					
12)	This contract may be terminated without cause but in no case sha				ce written not	ice to the othe	er party with	n or		
13)	Maximum Contract Amount									
14)	4) Terms of Payment If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.									
	PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name								
		Title				Phone Num	ber			

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

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

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

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

- 4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
- 5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
- 6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.

- 7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
- 8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
- 9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
- 10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
- 11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
- 12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
- 13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
- 14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
- 15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the

contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

- 16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
- 18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
- 19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
- 20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
- 21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
- 22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

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

		STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS				
SIGNATURE	DATE	SIGNATURE	DATE			
		_				
NAME		NAME				
		Secretary, Department of Health a	and Hospitals or Designee			
TITLE		TITLE				
SIGNATURE	DATE	SIGNATURE	DATE			
NAME		NAME				
		_				
TITI F		TITI F				

(Rev. 1/04)

HIPAA Business Associate Addendum:

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

- 1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
- 2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
- 4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
- 5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
- 6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
- 7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
- 8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

- 9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
- 10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
- 11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- 12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
- 13. Compliance with Security Regulations:
 - In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH:
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
- 14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
- 15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Note: Use this template to prepare a cost breakdown for each year of the contract

Year 1	Hourly Rate/Monthly Cost	Annualized Total
	Hourity Rate/Monthly Cost	Allitualized Foldi
SPOE Staff (Salary Wages)		
(list by position)		
Program Director		
El Consultant		
Intake Service Coordinator		
Supervisor		
Intake Service Coordinator		
Date Management/Admin. Clerk		
*Eligibility Evaluator (s)		
*Teaming Facilitator (s)		
Contracted Staff		
*Eligibility Evaluator (s), if		
applicable		
* Teaming Facilitator(s), if	1	
applicable		
Benefits	†	
	 	
	 	
	 	
<u> </u>	 	-
-	 	
Trovol	 	
Travel		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
, ,		
Supplies (List)		
	†	
	 	
	 	
	 	
	 	
	 	
Professional Complete (Fet)		
Professional Services (list)		
Other Pires (O (M) A		
Other Direct Costs (list)		
Indirect/Admin. Costs		
Year 1 Total		
* Position may be employed or con	tracted with the SPOF according	to Attachment V of the proposal

^{*} Position may be employed or contracted with the SPOE according to Attachment V of the proposal.

Note: Use this template to prepare a cost breakdown for each year of the contract

Year 2	Hourly Rate/Monthly Cost	Annualized Total
SPOE Staff (Salary Wages)		
(list by position)		
Program Director		
El Consultant		
Intake Service Coordinator		
Supervisor		
Intake Service Coordinator		
Date Management/Admin. Clerk		
*Eligibility Evaluator (s)		
*Teaming Facilitator (s)		
Contracted Staff		
*Eligibility Evaluator (s), if		
applicable		
*Teaming Facilitator (s), if		
applicable		
Benefits		
Travel		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
(2.03)		
Supplies (List)		
- Cuppings (2.6.)		
Professional Services (list)		
i Totessional Services (IISI)		
Other Direct Costs (list)		
Other Direct Costs (list)		
Indianat/Admin Costs		
Indirect/Admin. Costs		
Year 2 Total		

^{*} Position may be employed or contracted with the SPOE according to Attachment V of the proposal.

Note: Use this template to prepare a cost breakdown for each year of the contract

Year 3	Hourly Rate/Monthly Cost	Annualized Total	Total Cost (3 years)
SPOE Staff (Salary Wages)	Houry Rate/Monthly Cost	Annualized Total	Total Cost (5 years)
(list by position)			
Program Director			
El Consultant			
Intake Service Coordinator			
Supervisor Intake Service Coordinator			
Date Management/Admin. Clerk			
*Eligibility Evaluator (s)			
*Teaming Facilitator (s)			
Contracted Staff			
*Eligibility Evaluator (s), if			
applicable			
*Teaming Facilitator (s), if			
applicable			
Benefits			
Travel			
Operating Costs:			
Rent			
Utilities			
Telephone			
Insurance			
Other (List):			
, ,			
Supplies (List)			
Professional Services (list)			
Other Direct Costs (list)			
()			
	I	I .	

Indirect/Admin. Costs		
Year 3 Total		
Grand Total for 3 years		

^{*} Position may be employed or contracted with the SPOE according to Attachment V of the proposal.

JOB DESCRIPTIONS

The Contractor shall provide staff that meet the following minimum qualifications.

A. Intake Service Coordinator

Qualifications: Intake Service Coordinator

A Bachelor's or Master's degree in one of the following human service fields, from an accredited institution in the areas of:

- Social work from a program accredited by the Council on Social Work Education
- Nursing (RN) currently licensed in Louisiana (one year of paid experience will substitute for the degree
- Other human services related field, including: psychology, education, counseling, social services, sociology, philosophy, family and consumer sciences, criminal justice, rehabilitation services, child development, substance abuse, gerontology, and vocational rehabilitation, and child life and family studies
- General Studies with a major concentration in either of the above listed human services fields
- Liberal arts or general studies with a concentration of at least 16 hours in one of the human services related fields listed above.

Documentation requirements for Intake Service Coordinator records

Personnel records of each Intake Service Coordinator must include the following:

- Application/resume/References
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting/verification of background check
- Verification of training

The Intake Service Coordinators at each SPOE will be responsible for facilitating the process for a child and family from referral through the intake and eligibility determination process to the completion of a child's initial Individualized Family Service Plan (IFSP). After completion of the IFSP, a Family Service Coordinator (FSC) will be responsible for ongoing coordination of early intervention services and other services that the child needs. The FSC is also responsible for IFSP reviews and annual re-determination of eligibility and completion of the annual IFSP's.

Specific Intake Service Coordination responsibilities include:

- 1. Processing referrals received to determine eligibility.
- 2. Assisting parents of eligible children in gaining access to all services identified in the Individual Family Service Plan (IFSP).
- 3. Assemble appropriate multidisciplinary eligibility team for eligibility determination.
- 4. Ensuring appropriate IFSP teams are established to determine appropriate levels of services.
- 5. Ensuring that the services listed on the IFSP meet the individual child and family needs identified during the assessment process.6. Coordinating the provision of early intervention services and other services (such as medical services for purposes other than diagnostic and evaluation reasons) that the child needs or are being provided.7. Facilitating the timely delivery of available services.8. Ensuring that each child is appropriately transitioned at program exit.

Intake coordinators may work part time as long as caseload, program availability, and timeline requirements are met.

B. Intake Service Coordinator Supervisor

Qualifications: Intake Service Coordinator Supervisor

1. Bachelor's or Master's degree in Social Work from a program accredited by the Council on Social Work Education

AND

Two (2) years of paid degree experience in providing case management services;

OR

Bachelor's or Master's degree in nursing (RN) (one year of experience will substitute for the degree)

OR

2. Bachelor's or Master's degree in a human service-related field, including psychology, education, counseling, social services, sociology, philosophy, family and consumer sciences, criminal justice, rehabilitation services, child development, substance abuse, gerontology, and vocational rehabilitation

AND

Two years of paid post degree experience in providing case management services

Documentation requirements for Intake Service Coordinator Supervisor

Personnel records of each Intake Service Coordinator Supervisor must include the following:

- Application/resume/references
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by Supervisor
- Salary documentation
- Fingerprinting/verification of background check
- Documentation of training

The contractor must ensure that each Intake Service Coordinator and Intake Service Coordinator Supervisor comply with the required caseload as established by Health Standards and OCDD.

- Full-time Intake Service Coordinator must have a minimum active caseload of 25 referrals and a maximum caseload of 50 referrals per month.
- Part-time Intake Service Coordinator must maintain a minimal of ½ of the required caseloads of full-time and must work a minimum of 20 hours per week.
- A supervisor may carry 8% of a caseload for each Intake Service Coordinator supervised fewer than eight (8). A supervisor may not use more than 50% of his or her time in managing a caseload. An individual who meets the supervisory qualifications described above must supervise any supervisor who carries a caseload.

Documentation of Caseload

Tracking record of referrals and caseloads.

Supervision

Effective supervision includes direct review, assessment, teaching and monitoring of family-centered practices, problem solving, and feedback regarding the performance of service coordination services. Supervisors are responsible for assuring quality services, managing assignments of caseloads, directing staff in meeting outcomes, and arranging for training (as appropriate). The supervisor, according to the SPOE's written policy on performance evaluation, must evaluate intake Service Coordinators at least annually.

Intake Service Coordinator Supervisor responsibilities

• Each Intake Service Coordinator Supervisor/Manager must supervise no more than eight (8) full-

- time Intake Service Coordinators or other professional-level human service staff.
- Must be employed 40 hours per week.
- Individual, face-to-face sessions to review cases, assess performance, and provide feedback for improving performance. This individual supervision must occur at least one time per week per Intake Coordinator for a minimum of one hour.
- Group meetings with all service coordination staff to problem-solve, provide feedback, and collegial support.
- Joint sessions in which the supervisor accompanies an Intake Service Coordinator to meet with a family for purposes of teaching, coaching, and giving feedback to the Intake Service Coordinator regarding performance.
- Case record review. A minimum of 10% of each Intake Service Coordinator's caseload must be reviewed for completeness, compliance with licensing standards, and quality each month.
- Completion of self assessment of staff as defined by EarlySteps.
- The supervisor is accountable for the training, experience and activities of the Intake Service Coordinator and will be responsible to develop and implement an Individual Employee Supervision Plan (IESP) that designates the training, field experience, and peer relationships for a period of no less than (1) year. The supervision must include the following:
- Supervise the Intake Service Coordinator on a daily basis for a period of three months.
- After the three months, an assessment shall be completed to identify areas on which to focus training and supervision. If all areas are covered in the first 3-month period, supervision may begin occurring less frequently, but no less than 3 times per week for the remainder of year of training.
- The supervisor shall sign all case record documentation.

Documentation of Supervision

- Each supervisor is required to maintain a file on each Intake Service Coordinator supervised that contains:
- Date, time, and content of the supervisory session; and
- The results of the supervisory case review which addresses completeness and adequacy of records, compliance with standards, and effectiveness

C. Early Intervention (EI) Consultant(s):

Each SPOE must have or contract with an Early Intervention Consultant(s) on staff. The number of EI Consultants will depend on the number of referrals for the SPOE (See Attachment VII) for recommended number of EI Consultants. This individual(s) will perform the following duties:

- a. The El Consultant(s) will assists with eligibility determination by interpreting and synthesizing child information with the Eligibility team.
- b. The EI Consultant(s) will assist staff with identification of additional information needed for eligibility or IFSP development.
- c. The EI Consultant(s) will assists SPOE staff to interpret assessment reports and what results mean for IFSP development.
- d. The El Consultant(s) will assists IFSP teams with the development of intervention strategies and services through a consultative model of service delivery, including the determining the frequency and intensity of services and mode of service delivery.
- e. The El Consultant(s) will review IFSPs and revisions for appropriate early intervention strategies and services
- f. The El Consultant(s) works with Regional Coordinator to develop technical assistance to the IFSP team that addresses issues identified in the review.

Qualifications: Early Intervention Consultant

Master's degree in one of the following: early childhood education, child development, occupational therapy, physical therapy, speech language pathology, nursing, psychology, or social work. An individual who holds a Master's degree and a certificate in Early Intervention also meets the

educational qualification.

AND

3 years experience as an early intervention provider, working in a developmental service delivery model for early intervention with children ages birth through two with disabilities.

AND

Employed by or contracted through an Early Steps System Point of Entry

Documentation requirements for Early Intervention Consultant

Personnel records of each Early Intervention Consultant must include the following:

- Applications/resume/references
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting/background check verification
- Training completed
- Documentation of training

D. Teaming Facilitator:

The Teaming facilitator(s) will be employed or contracted with the SPOE to facilitate the implementation of the trans-disciplinary teaming model. Team facilitators are made available to attend the eligibility meeting of children who have been determined eligible for EarlySteps services. The teaming facilitator will support Intake Coordinators and Family Support Coordinators in team meetings so that appropriate IFSP outcomes which meet identified child and family needs are developed according to the Teaming for Success in EarlySteps procedures and EarlySteps Team Decisions Process. The Teaming Facilitator must have a basic knowledge in the expertise of different providers and how that expertise might be utilized the most efficiently and effectively in helping a family support their child in reaching prioritized outcomes unique to that child and family. The team facilitators(s) will be trained by EarlySteps.

Requirements for Teaming Facilitator:

- clinical experience in working with children with developmental disabilities across all domains of development
- experience in working with diverse family groups with a variety of value systems
- experience in being a member of a trans-disciplinary provider team
- experience with the barriers and dilemmas that face providers in service delivery
- knowledge of best practice methods for delivery of early intervention services
- ability to coordinate data and effectively utilize staff
- ability to communicate with others
- ability to lead a team of professionals
- awareness of geographic and demographic factors of the region
- awareness of factors involved in delivery of early intervention services to children from birth to three years old with medical and developmental disabilities
- ability to assist Family Support Coordinators in utilizing Primary Provider Teams in the spirit of best practice as well a within limits of the current Early Steps system.
- awareness of issues that impact families who are realizing their child's developmental challenges
- ability to coordinate large number of factors impending on the Family Service Coordinator, Family, and Team of Providers and their ability to function as an effective and timely team that serves as a support to families as they support their child's development

- ability to help early intervention team including the family develop a vision for supporting the child into an inclusive community and learning environment.
- awareness of transition issues impacting families across the region and ability to help families
 utilize the support of the trans-disciplinary primary provider team to help their child become a
 member of an inclusive community and learning environment.

Qualifications: Teaming Facilitator:

Master's Degree in one of the following: early childhood education, child development, OT, PT, SLP, psychology, or social work. An individual who holds a Master's degree and a certificate in Early Intervention also meets the educational qualifications. Additional experiences in EarlySteps may substitute for a Masters Degree upon approval of EarlySteps Administration. Teaming Facilitator must complete the required EarlySteps on line training modules (A New Look, Making Informed Decisions, Spectrum of Child Development, IFSP, Family Centered, and Introduction to Teaming, IFSP and Family Assessment of CPR Face-to-Face).

AND

3 years experience as an early intervention provider or support coordinator working in a developmental service delivery model for early intervention with children ages birth through two with disabilities. The individuals should have a proven record of successful work in team processes.

AND

Employed by or contracted through the SPOE.

Documentation requirements for Teaming Facilitator:

Personnel records of each Teaming Facilitator must include the following:

- Applications/resume/references
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting/background check verification
- Training completed
- Documentation of training

E. Eligibility Evaluator:

Eligibility Evaluators representing several disciplines will be employed or contracted with the SPOE to conduct eligibility evaluations as a member of the multidisciplinary evaluation team, including the family, intake coordinator, and early intervention consultant as needed to appropriately determine a child's eligibility for EarlySteps. An early intervention consultant employed by the SPOE may function as an eligibility evaluator in addition to duties required as the EI consultant. This individual must meet all of the personnel requirements. Number of evaluators needed will be determined based upon number's of evaluations per SPOE in Attachment VI, personnel allocation of the proposer, and estimate of number of disciplines needed to assess referral concerns. For example, a SPOE may propose to hire one or more multidisciplinary evaluation teams consisting of a SI, SLP, OT, PT, etc. The evaluator will be responsible for conducting all eligibility evaluations, autism screenings, single domain assessments, annual redeterminations, exit evaluations and attendance at eligibility and IFSP team meetings.

- a. As a matter of routine practice, evaluator will attend IFSP meetings, but in extraordinary circumstances, El consultant may attend in her absence
- b. The evaluation provider will assess the child in the child's natural environment.
- d. Evaluator should conduct no more than three direct service/evaluation activities per day.

Qualifications: Eligibility Evaluator:

Each evaluator must meet the personnel requirements of their discipline, have completed the required EarlySteps training modules (Making Informed Decisions online and face-to-face modules, BDI-2 training, Autism Screening Training), have 3 years experience in EarlySteps conducting evaluations with children with disabilities ages birth to three years. An early intervention consultant who has worked for a SPOE may meet the qualifications even if they have not worked as an EarlySteps provider. Any individual currently designated on the EarlySteps service matrix as an Eligibility Evaluator may be considered.

Documentation for Eligibility Evaluator:

Personnel records of each Teaming Facilitator must include the following:

- Applications/resume/references
- Valid Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting/background check verification
- Training completed
- Documentation of training

Part C - System Point of Entry Monthly Invoice

Agency Name: CFMS #: Contact Person: Address:				
Phone: Email:			Month:	
Email:			Wonth:	
	Vendor #		Invoice #:	
SPOE Region: _	_ PROGRAM:	<u>EARLYSTEPS</u>	Date:	
Categories	Approved Amount	Previously Billed	Current Expenses	Balance Remaining
Personnel	\$ -	\$ -	\$ -	-
Related Benefits	-	-	-	-
Travel	-	-	-	-
Operating Supplies	-	-	-	-
Supplies	-	-	-	-
Professional Services	-			-
Capital Assets	-	-	-	-
Administrative	-	-	-	-
Total	\$ -	\$ -	- \$	-
CONTRACTOR'S CERTIFICATE "This is to certify that the informat expenditures shown above were agreement with DHH/OCDD."				
Signature of Contractor			Date	225-342-0095
OCDD Approval Signature		•	Date	Contact Phone #
AGENCY <u>340</u>	EFFECTIVE DA 07/01/2011	ATE:		

Attachment VII

				2010 3 yr.	Referral	Target 0-1					
live birth year	<mark>2007</mark>	<mark>2005</mark>	<mark>2004</mark>	Total	Region	Referrals	Target	1.40%	Actual	2.60%	Actual
ORLEANS	4076	4810	6838	15724	1	624					
PLAQUEMINES	347	441	441	1229	1	28					
ST BERNARD	416	886	886	2188	1	56					
Region 1 Totals	4839	6137	8165	19141	1	708	1100	68	85	500	320
E BATON ROUGE	6272	10137	10660	27069	2	820					
E FELICIANA	244	255	255	754	2	30					
IBERVILLE	428	341	458	1227	2	58					
POINTE COUPEE	339	297	297	933	2	40					
W BATON ROUGE	350	331	331	1012	2	39					
W FELICIANA	113	113	113	339	2	14					
Region 2 Totals	7746	11474	12114	31334	2	1001	1900	109	147	815	422
LAFOURCHE	1366	828	1645	3839	3	301					
ST CHARLES	746	719	719	2184	3	130					
ST JAMES	294	309	309	912	3	48					
ST JOHN	782	375	712	1869	3	123					
ST MARY	882	484	758	2124	3	100					
TERREBONNE	1803	2168	2787	6758	3	445					
Region 3 Totals	5873	4883	6930	17686	3	1147	1022	82	258	460	741
EVANGELINE	547	445	536	1528	4	79					
IBERIA	1226	1030	1109	3365	4	234					
LAFAYETTE	3159	5042	4785	12986	4	500					
ST LANDRY	1518	1676	1975	5169	4	267					
ST MARTIN	844	701	701	2246	4	164					
VERMILION	874	280	806	1960	4	109					
Region 4 Totals	8168	9174	9912	27254	4	1353	1575	114	269	709	618
BEAUREGARD	484	331	458	1273	5	70					
CALCASIEU	2830	3013	2705	8548	5	506					
CAMERON	80	94	94	268	5	3					
JEFF DAVIS	510	362	462	1334	5	51					
Region 5 Totals	3904	3800	3719	11423	5	630	660	55	88	297	230
AVOYELLES	655	593	593	1841	6	108					
CATAHOULA	146	112	112	370	6	20					
CONCORDIA	258	295	178	731	6	38					
GRANT	276	234	234	744	6	46					

LASALLE	206	162	162	530	6	13					
RAPIDES	2045	3166	2935	8146	6	294					
VERNON	917	917	885	2719	6	93					
WINN	203	203	203	609	6	32					
Region 6 Totals	4706	5682	5302	15690	6	644	907	66	115	408	259
BOSSIER	1689	827	1617	4133	7	266					
CADDO	3950	5841	3684	13475	7	727					
CLAIBORNE	190	41	167	398	7	43					
DESOTO	438	366	366	1170	7	38					
NATCHITOCHES	600	599	581	1780	7	132					
RED RIVER	165	139	139	443	7	11					
SABINE	297	336	336	969	7	34					
WEBSTER	597	675	676	1948	7	96					
Region 7 Totals	7926	8824	7566	24316	7	1347	1404	111	210	632	505
EAST CARROLL	6	144	144	294	8	16					
FRANKLIN	314	295	295	904	8	72					
JACKSON	208	189	189	586	8	44					
LINCOLN	562	838	828	2228	8	143					
MADISON	164	194	194	552	8	30					
MOREHOUSE	445	354	415	1214	8	118					
OUACHITA	2443	3536	3716	9695	8	635					
RICHLAND	321	289	289	899	8	84					
TENSAS	64	82	82	228	8	13					
UNION	332	317	317	966	8	41					
WEST CARROLL	169	130	130	429	8	27					
Region 8 Totals	5028	6368	6599	17995	8	1223	1038	71	197	468	485
ST HELENA	129	100	100	329	9	13					
ST TAMMANY	3202	3368	3545	10115	9	497					
TANGIPAHOA	1906	1517	1942	5365	9	205					
WASHINGTON	647	768	768	2183	9	103					
Region 9 Totals	5884	5753	6355	17992	9	818	1038	83	230	468	581
JEFFERSON	6238	6690	8072	21000	10	866					
Region 10 Totals	6238	6690	8072	21000	10	866	1213	87	90	546	407
Grand Total						9737	11857	846	1689	5303	4568

Attachment VIII

SPOE Monthly Report

1. # of Carryover Referrals from Prior Month	2. # of Carryover Referrals closed -parent declined	3. # of Carryover Referrals closed-could not contact	4. Total #of Carryovers	5. # of Carryover Referrals Not Eligible by ASQ	6. # of Carryover Referrals Not Eligible based on BDI	7. Total # of Eligible Children from Carryover Referrals	8. # of Carryover Referrals contacted within 4 calendar days	9. % of Families contacted within 4 calendar days	10 Face to Face Contact within	10. Face to Face Contact Within 10 Calendar Days of Referral	11. % of Face to Face Contact completed within 10 Calendar Days	12. Total Number of IFSPs written from Carryovers Referrals	13. # of IFSPs written within 45 days from Carryovers Referrals	14. % of IFSPs completed within 45 days
			0			0		#DIV/0!			#DIV/0!			#DIV/0!
			0			0		#DIV/0!			#DIV/0!			#DIV/0!
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_				es	ent	De Co		<u>s</u>		e e	<u>o</u>	en	70	4
15.# of Referrals to EPSDT	16. # of Referrals to OCDD	17. # ofReferrals to LEA	18. # of Transition Meetings	19. # of Referrals to Other Agencies	20. # of New Referrals from Current	Month Month	22. Referrals Closed -could not	contact 23. Total Number of New Referrals		24. # of NEW Referrals Not eligible based on ASQ	25. # of NEW Referrals Not eligible based on BDI	26. Total Number of Eligible Children from New Referrals as of last day of current month	27. # of New Referrals contacted within 4 calendar days	28. % of Families contacted within 4 calendar days
15.# of Referrals to EPSDT	16. # of Referrals to OCDD	17. # ofReferrals to LEA	18. # of Transition Meetings	19. # of Referrals to Other Agenci	20. # of New Referrals from Curre	Month Month	22. Referrals Closed -could not	contact 23. Total Number of New Referra	0	24. # of NEW Referrals Not eligit based on ASQ	25. # of NEW Referrals Not eligib based on BDI	26. Total Number of Eligible Childi from New Referrals as of last day current month	27. # of New Referrals contacted within 4 calendar days	# 28. % of Families contacted withir calendar days
15.# of Referrals to EPSDT	16. # of Referrals to OCDD	17. # ofReferrals to LEA	18. # of Transition Meetings	19. # of Referrals to Other Agenci	20. # of New Referrals from Curre	Month Month	22. Referrals Closed -could not	contact 23. Total Number of New Referra	0	24. # of NEW Referrals Not eligit based on ASQ	25. # of NEW Referrals Not eligib based on BDI	26. Total Number of Eligible Childi from New Referrals as of last day current month	27. # of New Referrals contacted within 4 calendar days	
15.# of Referrals to EPSDT	16. # of Referrals to OCDD	17. # ofReferrals to LEA	18. # of Transition Meetings	19. # of Referrals to Other Agenci	20. # of New Referrals from Curre	Month 21. Referrals closed-parent declin	22. Referrals Closed -could not	contact 23. Total Number of New Referra		24. # of NEW Referrals Not eligit based on ASQ	25. # of NEW Referrals Not eligib based on BDI	26. Total Number of Eligible Childi from New Referrals as of last day current month	27. # of New Referrals contacted within 4 calendar days	#DIV/0!
15.# of Referrals to EPSDT	16. # of Referrals to OCDD	17. # ofReferrals to LEA	18. # of Transition Meetings	19. # of Referrals to Other Agenci	20. # of New Referrals from Curre	Month 21. Referrals closed-parent declin	22. Referrals Closed -could not	contact 23. Total Number of New Referra	0	24. # of NEW Referrals Not eligit based on ASQ	25. # of NEW Referrals Not eligib based on BDI	26. Total Number of Eligible Childi from New Referrals as of last day current month	27. # of New Referrals contacted within 4 calendar days	#DIV/0!
15.# of Referrals to EPSDT	16. # of Referrals to OCDD	17. # ofReferrals to LEA	18. # of Transition Meetings	19. # of Referrals to Other Agenci	20. # of New Referrals from Curre	Month 21. Referrals closed-parent declin	22. Referrals Closed -could not	contact 23. Total Number of New Referra	0	24. # of NEW Referrals Not eligit based on ASQ	25. # of NEW Referrals Not eligib based on BDI	26. Total Number of Eligible Childi from New Referrals as of last day current month	27. # of New Referrals contacted within 4 calendar days	#DIV/0! #DIV/0! #DIV/0!

29.Face to Face Contact within 10 Calendar Days of Referral	30. % of Face to Face Contact completed within 10 Calendar Days	31. Total Number of IFSPs written from New Referrals	32. Number of IFSPs written within 45 days from New Referrals	33. % of IFSPs completed within 45 days	34. # Referrals to EPSDT	35. # Referrals to OCDD	36. # Referrals to LEA	37. # Transition Meetings	38. # Referrals to Other Agencies	39. Total # of IC Cases(Carryover + New Referrals)	40. # of cases where IC is acting as FSC	41. Transition Meeting held on those 2.6 or older (if acting as FSC)	42. Total # of Active Cases IC plus FSC	Closure 2/01/2010 Budget Cuts
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