



**Louisiana Department of Health
Office for Citizens with
Developmental Disabilities**

Request for Information (RFI)

For

An Intermediate Care Facility for Individuals with Developmental Disabilities to provide treatment, medical services, assistance with activities of daily living, and related services to individuals with Developmental Disabilities with complex or high risk needs who are referred and/or approved for such services by the Louisiana Department of Health

RFI: LDH-RFI-Emergency ICF/IID CEA

RFI due date/time: Friday, April 9, 2021, at 4:30 p.m. (CDT)

NOTE: This Request for Information ("RFI") is intended solely for informational and planning purposes and DOES NOT constitute a solicitation. Any and all information received may be reviewed and discussed, as appropriate, and may result in the advertisement of a formal and competitive Request for Proposal ("RFP") or any other process resulting in award of a contract or agreement of any type or form, for any or all of the services included in the RFI.

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential by a proposer. Any material within a response to this RFI identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Law, R.S. 44:1 et seq. and all applicable rules, regulations, and policies. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

RFI Release Date: Thursday, April 1, 2021

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1 GENERAL INFORMATION

1.1 Background

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH 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.

LDH is the single state Medicaid agency that administers the Medicaid program. LDH is comprised of the Office of the Secretary (OS), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

The LDH Office of 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 maintain the individual in their community. OCDD is also responsible for the administration of home and community-based waivers for citizens with developmental disabilities and for programmatic oversight of the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) which provide active treatment services and supports in a 24-hour residential setting, including ongoing evaluation, planning, and coordination/integration of health and habilitative services and supports.

1.2 Purpose of RFI

This RFI is issued for the purpose of gathering information from qualified Intermediate Care Facilities for Individuals with Intellectual / Developmental Disabilities (ICF/IIDs) in Louisiana to serve 23 individuals with high risk behaviors and complex behavioral support needs. The ICF/IID provider responding with interest shall indicate the number of facilities to be licensed and the bed capacity at each facility; the bed capacity at any one licensed facility shall not exceed 15 beds. The ICF/IID providers responding with interest must have experience in supporting individuals with high risk behaviors and must have buildings and sufficient staff to support these individuals within a 30-day time frame. Providers responding with interest should outline demonstrated capacity and competency to timely support and provide treatment, medical services, assistance with activities of daily living, and related and necessary services to the identified individuals. Providers must demonstrate the ability to support the 23 individuals identified by LDH in need of emergency placement. Additionally, the provider must demonstrate the ability to accept additional referrals for emergency placement of new admissions who meet the same profile, as bed capacity permits. All new admissions would be directed from LDH OCDD only, and individuals would only be placed in this facility when no other appropriate placement is identified.

1.3 Project Overview

Emergency CEA

OCDD intends to enter into one or more emergency Cooperative Endeavor Agreements (CEA). The emergency CEA would begin immediately and extend for a maximum of a four-year period. The CEA would entail supporting 23 individuals who have intellectual/developmental disabilities and high risk behaviors, including 15 male residents and 8 female residents, **in 2 or more separate ICF/IID facilities, with no facility exceeding a 15-bed capacity.** The 23 individuals need immediate placement, and the provider agency would be required to support all individuals in this agreement. As these 23 individuals transition out of the facility during the CEA period, the provider agency would be required to accept new admissions who meet the same profile, upon referral from LDH/OCDD. The provider will not admit individuals other than those referred from LDH/OCDD.

Interested providers must be able to begin services for this population by May 31, 2021; this includes having a physical location available that is licensed and certified by Health Standards Section (HSS) and the Fire Marshal, and certified to operate by the Office of Public Health (OPH) by this time.

Details of the Emergency CEA are in the Attached draft Cooperative Endeavor Agreement.

Referred Eligible Individuals

Referred eligible individuals to be initially placed at the ICF/IID are:

- (1) 23 individuals with intellectual and developmental disabilities who have complex needs and/or a history of high risk behavior including:
 - 15 male residents, and
 - 8 female residents;
- (2) Who do not have another identified placement,
- (3) Who need assistance with activities of daily living that can only be provided within an ICF/IID setting; AND
- (4) Who have been referred and/or approved by LDH to be served in an ICF/IID setting.

Goals of the CEA

The ICF/IID is to provide all necessary treatment, medical services, assistance with activities of daily living, and related and necessary services to the referred eligible individuals. The chosen ICF/IID would:

- Provide immediate placement for high risk individuals impacted by Hurricane Laura, for whom no other placement has been identified, and to assist with stabilization and transition to other community options (including private ICF/IID facilities or HCBS waiver settings);
- Provide placement for high risk individuals for whom no other placement can be identified as vacancies become available, and to assist with stabilization and transition to other community options; and
- Assist the Department in identifying systems level changes needed to most effectively support individuals with high risk behaviors, including need for short term stabilization and transition into other community options.

Reimbursement Rate/Per Diem Payment

The department anticipates the establishment of a capped per diem rate not to exceed Three Hundred Fifty-Two dollars and Eight/100 (\$352.08) Dollars per day, subject to approval from CMS.

Terms of the Cooperative Endeavor Agreement

Interested providers must be able to begin services for this population by **May 31, 2021**, this includes having a physical location available that is licensed and certified by Health Standards Section (HSS) and the Fire Marshal. The chosen ICF/IID facility(ies) must:

- Demonstrate experience with supporting individuals in the forensic population, individuals with high risk behavioral health issues, and individuals with intellectual / developmental disabilities
- Share cost reports associated with the CEA facilities to inform systems change/development of new services (if indicated) and meet identified floor calculations;
- Report on quality indicators associated with provision of services to individuals supported;
- Provide direct support staffing at an appropriate level to meet the needs of the individuals supported;
- Provide additional training to direct support staff to ensure meaningful engagement and appropriate interactions with the individuals supported; and
- Ensure engagement with appropriate behavioral health professionals to ensure support needs are met.
- Demonstrate the presence of an on-site clinical team that includes behavioral health professionals for prescribing of psychotropic medications and for therapeutic engagement.

2 ADMINISTRATIVE INFORMATION

2.1 RFI Coordinator.

Requests for copies of the RFI must be directed to the RFI coordinator listed below:

Julie Foster Hagan
628 N. 4th Street
Baton Rouge, LA 70802
Julie.Hagan@la.gov
Phone: 225-342-0095

This RFI has been posted to the LDH website and can be found at the following link: <https://ldh.la.gov/index.cfm/subhome/11>. Additionally, the information has been faxed to all ICF/IID facilities, and posted on LaPac (Louisiana Procurement and Contract Network).

2.2 Schedule of Events

Activity/Event	Date
Public notice of RFI	4/1/2021
Deadline for receipt of RFI	4/9/2021 at 4:30 p.m.
Notice for CEA Selection	4/16/2021
Begin Services	5/31/2021

NOTE: LDH reserves the right to deviate from this Schedule of Events at any time and without notice. All times noted in this RFI refer to Central Daylight Time (CDT) unless otherwise indicated.

2.3 Response Content

2.3.1 Executive Summary

The summary provided should introduce the scope of the response in as much detail as possible. At a minimum, it should include administrative information including the name of the responder's point of contact, their phone number, email address, and any other pertinent contact information. The summary should also include a brief recitation of the responder's qualifications and ability and willingness to meet, if not exceed, LDH's requirements as included herein. The summary must also include responses to the following:

- a. ICF/IID's name and address where the individuals will be supported,
- b. Floor plan or drawing of the ICF/IIDs where the individuals will be supported,
- c. Number of beds available in the ICF/IIDs where the individuals will be supported,
- d. Staffing/support capability at the ICF/IID where the individuals will be supported,
- e. Person(s) who would be designated to oversee operations at the ICF/IID; attach a C.V. of such person(s)

2.3.2 Corporate Background and Experience

Responders should give a brief description of its history, organizational structure, and number of years in business. Responders should also specifically describe their experience with projects of this type and scale and any experience gained from working with other states or corporate / governmental entities of comparable size and diversity.

2.3.3 Approach and Methodology

Responders should provide the approach and methodology that it will use to provide the services detailed in this RFI and in the attached draft CEA. Best practices garnered from previous experience with a similar scope of services should also be included.

2.4 Response Instructions

2.4.1 Response Submittal

Responders interested in providing information requested by this RFI must submit responses containing the information specified no later than the deadline for response to RFI as stated herein. The response to the RFI must be delivered at the responder's expense to the RFI coordinator **at the email address** provided in section 2.1 of the RFI.

The responses must be received by **electronic** copy only to Julie.Hagan@la.gov on or before **4:30 p.m., Friday, April 9, 2021**. Email submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Responders should allow sufficient time to ensure receipt of their e-mailed proposal by the time specified herein.

Responses received after the deadline, corrupted files, and incomplete submissions (*e.g.*, Part 1 and Part 2 of 3 are received, but Part 3 is not) may not be considered.

2.5 Additional Instructions and Notifications to Responders

2.5.1 RFI Addendum(a)/Cancellation

LDH reserves the right to revise any part of the RFI by issuing an addendum(a) to the RFI at any time. Issuance of this RFI, or subsequent addendum(a), if any, does not constitute a commitment by LDH or the State to issue an RFP or any other process resulting in award of a contract of any type or form. In addition, LDH may cancel this informal process at any time, without incurring any liability from responders or potential responders.

2.5.2 Ownership of Response

Any and all materials submitted in response to this RFI shall become the property of the State.

2.5.3 Cost of Preparation

LDH shall not be liable to any responders, or potential responders, for any costs incurred that are associated with developing a response, preparing for discussions, if any are held, or any other costs, that may be incurred by a responder or potential responder due to responding to this RFI.

ATTACHMENT: DRAFT CEA

LA Gov #

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN LOUISIANA DEPARTMENT OF HEALTH
OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES
AND
PROVIDER NAME

THIS COOPERATIVE ENDAVOR AGREEMENT, hereinafter referred to as “CEA” or “Agreement”, is made and entered into this [Date] day of [Month] 2021 by and between the **LOUISIANA DEPARTMENT OF HEALTH, OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES** (hereinafter referred to as hereinafter referred to as “OCDD” or “State” or “Agency”), represented herein by Julie Foster Hagan in her capacity as OCDD Assistant Secretary, and [Provider name] (hereinafter referred to as “Contracting Party” or “Contractor”), represented herein by [Provider Representative] in his/her capacity as [Representative Title]. For the purposes of this CEA, OCDD and Contractor shall generally be referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;

1.2 WHEREAS, OCDD has the legal authority to enter into this Agreement as evidenced by its governmental purpose of being responsible for the program and functions of the state relating to the care, training, treatment, and education of persons with intellectual disabilities, persons with developmental disabilities, and persons with autism in accordance with Louisiana Revised Statutes 36:258D;

1.3 WHEREAS, health-related services for Individuals with Intellectual Disabilities¹ who are living in Intermediate Care Facilities may be provided more cost-effectively through private providers, rather than through the existing state-operated facilities/community homes. For the purposes of this CEA, Intermediate Care Facilities for Individuals with Intellectual Disabilities (“ICF/IID”) are facilities for individuals with intellectual or developmental disabilities that are primarily for the diagnosis, treatment, or rehabilitation of the person and provides for ongoing evaluation, planning, twenty-four-hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.4 WHEREAS, Louisiana Administrative Code Title 48, Chapter 125, Subchapter B, §12507 (N)(3) authorizes the use of a CEA when LDH intends to downsize the enrolled bed capacity of a State owned facility with 16 or more beds in order to develop one or more community homes, and the approved beds will be owned by the State, and for such downsizing, OCDD is authorized to provide Medicaid Facility Need Review (“FNR”) Approvals for such action.

1.5 WHEREAS, in conformity with the foregoing Code provisions, this CEA will authorize Contracting Party to provide services at two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds, for twenty-three people with intellectual and developmental disabilities at its facilities located at [location 1] and [location 2], through the use of existing state ICF/IID Medicaid Facility Need Review (FNR) Approvals, while LDH retains ownership of these approvals through the term of this Agreement.

1.6 WHEREAS, in furtherance of the public purpose underlying this CEA, this CEA will provide for ongoing oversight, data collection, and technical assistance by OCDD for the purpose of promoting the health, safety, quality of life, and desired outcomes for qualified residents admitted during the CEA period.

1.7 WHEREAS, an OCDD/private provider partnership will allow for ongoing oversight, data

¹ The term “Intermediate Care Facilities for Individuals with Intellectual Disabilities” may also be referred to as “Intermediate Care Facilities for Persons with Developmental Disabilities” for licensing purposes; see La. R.S. 40:2180.

collection and technical assistance by Agency for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the term of this CEA;

1.8 WHEREAS, OCDD has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.9 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE I PREAMBLES

1.1 The foregoing preambles contained in 1.1 through 1.9 above, are accepted as true and correct and are incorporated herein by reference as if fully stated herein in their entirety.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

2.1 OCDD shall provide the use of a maximum of twenty-three (23) Medicaid Facility Need Review Approvals (“FNR’s”) to Contractor to facilitate Contractor’s operation and maintenance of two licensed and certified ICF/IID facilities (one facility being a 15-bed facility for men and one facility being an 8-bed facility for women), for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system, said servicing to be completed in Contractor’s licensed Intermediate Care Facilities for the Developmentally Disabled defined in Paragraph 1.5 above. OCDD will retain the ownership of such Medicaid FNR Approvals, which shall automatically revert back to OCDD at the expiration or earlier termination of this CEA. Contractor shall operate its facilities, and shall maintain the licenses, Medicaid certifications, and Medicaid provider agreements at said locations. Contractor acknowledges and agrees that it shall be solely responsible for procuring and maintaining any and all applicable mandated licenses and certifications for said facilities defined in this CEA, including but not limited to State licenses and federal certifications for ICF/IIDs. Contractor agrees to follow provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, attached hereto and made part herewith, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, attached hereto and made part herewith, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**, likewise attached hereto and made part herewith.

Anything to the contrary contained in this CEA notwithstanding, Contractor acknowledges and agrees that the total maximum number of Medicaid FNR approvals to be provided by OCDD to Contractor for the term of this CEA shall be twenty-three (23), which may only be utilized by Contractor at Contractor’s licensed facilities defined in Paragraph 1.5 of this CEA.

2.1.1 Should the license(s) for Contractor’s facility(ies) be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate as to that facility within thirty (30) days, during which time OCDD and Contractor shall effectuate an orderly and safe transfer of clients. Upon such termination of the CEA, the use of the Medicaid FNR approvals shall revert back to OCDD.

2.1.2 Should the Medicaid agreement or Medicaid certification for Contractor’s facility(ies) defined in this CEA be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate. Upon such termination of the CEA, the use of the Medicaid FNR approvals shall automatically revert back to OCDD.

2.1.3 The Medicaid FNR Approvals shall not be transferred, assigned, moved, sold, or used for any purpose other than specified in this CEA. Failure to adhere to these provisions shall result in termination of this Agreement.

2.1.4 Contractor shall utilize the Medicaid FNR approvals only for qualified Medicaid recipients properly referred and/or approved by OCDD and properly admitted to the ICF/IDD facilities listed in this CEA.

2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal certification and State licensing and regulatory requirements, free from deficiencies. If at any time the Contractor fails to meet any licensing requirements, Medicaid requirements, or federal certification requirements, including any federal Conditions of Participation, the Contractor will be put on notice that failure to immediately conform to licensing

requirements, Medicaid requirements, and/or federal certification requirements, including federal Conditions of Participation, may result in early termination of this CEA.

- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. Contractor must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of this CEA.
- Provide opportunities as appropriate for community integration and community inclusion with individuals who do not have developmental disabilities, including vocational opportunities in accordance with licensing, Medicaid, and/or federal certification requirements.
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of this CEA, prior to commencing services. Additionally, the Contractor shall provide documentation of financial resources and financial stability periodically upon the request of OCDD throughout the term of this CEA. Contractor will be subject to requirements for ensuring costs are provided directly to patient care.
- Provide services for 23 former residents of Robinswood School, for whom no other private ICF/IID provider is able to provide support, at the facilities described in this Agreement Contracting Party will serve individuals who have significant behavioral health and high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. The behavioral health/high risk needs of the individuals may include, but not be limited to, specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. As these individuals transition to less intensive community based options and vacancies become available, Contractor will be required to accept admissions from OCDD who meet the profile indicated above and for whom no other appropriate placement is identified.
- Admit and provide such services only to clients/residents that are referred and/or approved by OCDD to the Contractors' facilities.
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of this CEA.
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the CEA, including but not limited to the following areas: higher credentialed staff, extensive experience working with individuals with behavioral health/high risk needs, and/or higher credentialed supervisory staff.
- Document an established relationship with a range of qualified professionals who will serve the twenty-three (23) persons in Contractor's facilities and have the experience to do so for the term of this CEA. As part of this relationship, the Contracting Party will assure that these professionals deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consisted with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD's Clinical Team.
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of this CEA that meets all licensing requirements, Medicaid requirements, and certification requirements, prior to commencing services under this CEA. Additionally, Contractor shall provide training program documentation periodically upon request of OCDD throughout the term of this CEA.
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of this CEA, prior to commencing services by providing all practices / policies to CEA Monitor. Additionally, Contractor shall provide such documentation periodically upon request of OCDD throughout the term of this CEA to include clinical documentation and review as requested by OCDD's Clinical Team.
- Continue to meet the criteria established in Attachment D "Procedures for Admission, Discharge & Monitoring" for all admissions and discharges for these beds for the term of this CEA.
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting, including but not limited to the following:
 - a. Specified behavioral incident data per individual
 - b. Restrictive practices including restraint
 - c. Psychotropic medication usage, routine and emergent use;
 - d. Emergency room visits; and
 - e. In-patient hospitalizations
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for this facility (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by OCDD.

- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contractor's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this CEA and is made a part hereof by reference.
- Be properly licensed to do business in Louisiana and will maintain certification of good standing with the Secretary of State for the term of the CEA.
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet licensing requirements, Medicaid requirements, and federal certification requirements.
- Assume responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds.
- Implement and maintain for the term of this CEA an Emergency Preparedness and Evacuation Plan that conforms to licensing requirements, Medicaid requirements, and federal certification requirements.

2.3. Performance Measures: Contractor will follow and participate in the quality management process detailed in Attachments A, B, D, D-1 and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually, the Contractor's resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this CEA. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facility's quality of service delivery and adherence to each resident's Individualized Service Plan; (2) the facility's response to problems or crises which may arise for the resident; (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s): Disclosure and Certification Statement (Attachment C), which is attached hereto and made a part hereof by reference must be fully completed, dated, and executed by a duly-authorized representative of the Contractor. Additionally, a copy of the signature authorization for the authorized representative signing on behalf of Contractor shall be attached thereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless Contractor submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. Contractor shall provide written reports quarterly to OCDD concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contractor's performance of its obligations, as provided for in this CEA, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III CONTRACT MONITORING

3.1 The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

3.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with State's

Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made (including clinical feedback as appropriate);
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information, as needed.
4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.
5. Alert OCDD Assistant Secretary to any concerns needing additional action/support.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party's ability to

attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party's and any assistance which may be needed to resolve the situation.

3.5 The Contract Monitor shall approve all admissions to the facilities, ensuring that all other community based placement options have been explored prior to admission. Upon notification of a vacancy, the Contract Monitor shall work with OCDD Central Office and Pinecrest regarding placement needs for individuals who meet the criteria in this Agreement.

Article IV Payment Terms

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of this Cooperative Endeavor Agreement. The facilities shall be enrolled in Louisiana Medicaid and shall remit claims for payment/reimbursement through LDH's Medicaid program as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facility, or any special rate applicable to ICFs/IID defined in this CEA.

4.1.1 Because the individuals served in this CEA are identified as individuals who cannot be served in the traditional ICF/ IID system due to their complex behavioral support needs and high risk behavior, a specialty rate will be established for each facility. The specialty rate will be subject to the following accountability measures:

(a) A facility wide direct care and care related spending floor (floor) will be established at 70% from the initiation of the CEA through June 30, 2021 and no less than 70% but no greater than 94% of the direct care and care related portion of the CEA per diem rate direct care and care related payment from July 1, 2021 through the conclusion of the CEA; this percentage will be evaluated following review and analysis of the cost report information. The direct care and care related portion of the CEA rate will be calculated using the same direct care and care related percentages as the pervasive level of care for the applicable peer group. The department will allow direct care worker training as it relates to the special training needed for these types of clients to be included in the per diem calculation.

(b) The final floor percentage will be solely determined by the department and made.

(c) The floor requirement will be applied to each cost reporting period in which the facility receives a specialty rate. Once care-related and direct care costs for inclusion in the floor are identified, Contractor is responsible for reporting this information on all cost reports. Contractor is required to remit to the Louisiana Department of Health (LDH) any difference between the direct care and care related per diem cost and the applicable facility floor per diem multiplied by the number of facility Medicaid days paid during the applicable cost reporting period. In no case shall the Contractor have total facility payments reduced to less than 104 percent of the total facility cost as a result of imposition of the floor. This remittance shall be payable to the bureau upon submission of the cost report. If upon audit/review, any additional recoupment is deemed to be owed as a result of a facility not meeting the direct care and care related floor, the recoupment is considered due to LDH upon the issuance of the original Notice of Determination. Should an informal reconsideration be requested, the recoupment will be considered due upon the issuance of the results of an informal hearing. The filing of a timely and adequate notice of an administrative appeal does not suspend the imposition of a recoupment(s). In the event the facility closes or the CEA terminates; the department reserves the right to pursue the recoupment owed from other [Provider] Owned or Managed Facilities enrolled in the Louisiana Medicaid program.

(d) The facility will be required to submit short period, provider specific cost schedules and supporting documentation as determined by the department for three (3) consecutive months of operation with the last month ending prior to July 1, 2021. These short period, provider specific cost schedules and supporting documentation will be utilized in the department's consideration of the direct care and care related floor percentage and relevant activities for inclusion on the cost report. Annual Cost reports must be prepared in accordance with cost reporting instructions adopted by the bureau and must follow requirements and timelines outlined in LAC Title 50, Part VII, subpart 3, Chapter 329."

4.1.2 The Contractor shall only submit claims for Medicaid reimbursement for clients/residents referred and/or approved by OCDD.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this CEA will not be allowed for expenditures occurring between the OCDD and the Contractor as part of this CEA.

4.4 Taxes: There are no payments or exchange of funds between the OCDD and Contractor, therefore tax payments do not apply

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contractor in performance of this CEA shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties, and subject to a formal amendment to this CEA signed by both Parties.

ARTICLE V
TERMINATION FOR CAUSE

5.1 In addition to the provisions of termination related to loss of license, loss of federal certification or loss of Medicaid Agreement in Article II, the State may also terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of this CEA; provided that the State shall give the Contractor written notice specifying the Contracting Party's failure. If within thirty (30) days following receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the agreement shall terminate on the date specified in such notice. The State may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contractor to comply with the terms and conditions of this CEA; provided that the State and/or Agency shall give the Contractor written notice specifying the Contractor's failure and a reasonable opportunity for the Contractor to cure the defect.

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

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate this CEA at any time by giving forty-five (45) days' written notice to the Contractor. The Contractor shall be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

6.2 Contractor may terminate the CEA at any time by giving ninety (90) days written notice to OCDD. Contractor shall be required to continue operations for up to ninety (90) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this CEA. All work product including records, reports, documents, or other material related to this CEA and/or obtained or prepared by the Contractor in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State at the Contractor's expense at termination or expiration of this CEA. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this CEA, and finally at the end of this engagement, the State shall have the right to require the Contractor to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this CEA within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contractor and shall not be shared with any other entity without the express consent of the State and/or Agency.

ARTICLE VIII
ASSIGNMENT

8.1 The Contractor shall not assign any interest in this CEA and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided

however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
AUDITOR'S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contractor which relate to this CEA.

9.2 The Contractor and any subcontractors paid under this CEA shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this CEA, whichever period is longer.

ARTICLE X
AMENDMENTS IN WRITING

10.1 Any alteration, variation, modification, or waiver of provisions of this CEA shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this CEA.

ARTICLE XI
TERM OF CONTRACT

11.1 This term of this CEA is for a maximum four-year term and shall begin on [**beginning term date**] and shall expire on [**end term date**], unless terminated earlier as provided for in Articles V and VI. This CEA is conditioned upon the approval of the director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII
DISCRIMINATION CLAUSE

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

ARTICLE XIII
INDEMNIFICATION; INSURANCE

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

13.2 Minimum Scope and Limits of Insurance:
The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

- **Workers' Compensation**
Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.
- **Commercial General Liability**
Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- **Automobile Liability**
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- **Professional Liability (Errors and Omissions) Coverage**
Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.
- **Medical malpractice coverage** for health care professionals providing services the residents.

13.3 Deductibles and Self-Insured Retentions

The Contractor shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. The insurance companies issuing the policies shall have no recourse against State, LDH, or OCDD for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

13.6 Verification of Coverage

Contractor shall furnish LDH with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCDD before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. OCDD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OCDD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the CEA.

13.7 Workers' Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, LDH, OCDD, the State of Louisiana, its departments, agencies,

agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The Parties also hereby agree that the LDH, OCDD and the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The Parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold LDH, OPH and the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

13.8 Indemnification/Hold Harmless Agreement

The Contractor shall indemnify, save, and hold harmless the LDH, OCDD and State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the LDH, OCDD or State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the LDH, OCDD or State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney fees, and expert witness fees. The Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this CEA.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. OCDD reserves the right to request copies of subcontractor's certificates at any time.

13.10 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**ARTICLE XIV
PARTIAL INVALIDITY; SEVERABILITY**

14.1 If any term, covenant, condition, or provision of this CEA or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this CEA, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this CEA shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XV
ENTIRE AGREEMENT; MODIFICATION**

15.1 This CEA, including any attachments that are expressly referred to in this CEA, contains the entire agreement between the Parties and supersedes any and all agreements or contracts previously entered into between the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. This CEA may be modified or amended at any time by mutual consent of the Parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI
CONTROLLING LAW

16.1 The validity, interpretation, and performance of this CEA shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII
LEGAL COMPLIANCE

17.1 Both Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this CEA.

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither Party to this CEA shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XIX
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this CEA who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this CEA herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this CEA, and neither Party is or is to be considered the officer, agent, or employee of the other.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

20.1 The State and/or Agency and the Contractor expressly agree that the Contractor is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contractor or to anyone employed by the Contractor for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXI
COVENANT AGAINST CONTINGENT FEES

21.1 The Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this CEA, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CEA. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this CEA without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII
NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this CEA, refrain from a boycott of Israel. The State reserves the right to terminate this CEA if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this CEA.

ARTICLE XXIV
NOTICES

24.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery via nationally recognized overnight courier (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to LDH:

Michael Kelly, Program Manager
Office for Citizens with Developmental
Disabilities
45439 Live Oak Drive
Hammond, LA 70401

[Provider representative]
[Provider representative title]
[Provider Name]
[Provider Address 1]
[Provider Address 2]

If Notice to Contractor:

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1. Any change in the mailing address or contact person of the Contractor is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIII
STATE AND FEDERAL FUNDING REQUIREMENTS

23.1 The Contracting Party has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this CEA and debarment from future contracts.

ARTICLE XXIV
ATTACHMENTS AND EXHIBITS

24.1 A listing of Attachments and Exhibits to this CEA are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES:

[Provider Name]

[Provider Representative, Representative Title]

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, _____.

WITNESSES:

**Louisiana Department of Health /Office for
Citizens with Developmental Disabilities**

**Julie Foster Hagan,
Assistant Secretary, Office for Citizens with
Developmental Disabilities**

DRAFT

<p><u>ATTACHMENT A</u> PLAN</p>	<p>NAME OF CONTRACTING PARTY: [Provider Name]</p>
	<p>NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain 23 ICF/IID beds total at these locations: [Location 1], and [Location 2].</p>
<p>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p>	
<p>1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>)</p> <p>[Provider] will operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. Individuals supported at the time of the implementation of the CEA have specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. The Contracting Party will assure access to professionals that deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consisted with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD’s Clinical Team.</p>	
<p>2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i>).</p> <p>Establish, operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds for up to twenty-three (23) adults at these locations: [Facility 1] (8 bed facility for women) located at [Location 1] and the [Facility 2] (15 bed facility for men) located at [Location 2].</p> <p>Provide active treatment and evidenced based behavioral support/behavioral health treatment to achieve stability for individuals with complex needs</p>	

3. Relevant Activity (Activities) *(An activity is a distinct subset of functions or services within a program.)*

Arrange all necessary tasks necessary for the operation of the ICF/IID beds.

Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility.

The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section.

Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys.

Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy;

Obtain certification for Medicaid and obtain Medicaid provider agreement for each facility listed in this CEA.

Continue enrollment with Louisiana Medicaid to maintain vendor number for payment.

During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section and the Louisiana Medicaid Program showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing and certification reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the *“Office for Citizens with Developmental Disabilities – Partnership in Quality Services”* process (revised version) or other identified process, as applicable.

4. Performance Measure(s) *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)

Contract Monitoring Form (attachment D-1 of Agreement)

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

Name of Contracting Party					Date of Report		
Person Preparing Report					Title		
Telephone					E-mail		
Quarter		Jan – Mar		Apr – June		July – Sept	Oct - Dec

Program Goal 1:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Program Goal 2:		
Objective	Activities Performed	Performance Measure Data
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party:

Contracting Party’s Mailing Address:

Organization Type:

Private entities required to register with the Secretary of State’s office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

[Provider Representative], [Representative Title]
(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, Assistant Secretary

(Authorized Signature of Contracting Party)

CEA Admission / Discharge, Monitoring and Transition Support

**PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR THE
[PROVIDER NAME] COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED			
#	Activity	Responsibility	Timelines
1.	If there is a vacancy at the facility, the CEA Provider will notify the Contract Monitor with written information about the home, including but not limited to age and gender, with the available vacancy.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise the OCDD Regional Operations Director of the vacancy.	Program Manager	Within 5 working days of notification.
4.	Regional Operations Director will review current crisis referrals to determine if any meet the profile for admission. If identified, the person will be sent to the CEA Provider for admission. If none identified, the Director will continue to consider any new crisis referrals for placement.	Contract Monitor	Upon notification.

II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY			
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office. This collaborative effort includes notification to the Contract Monitor when the CEA provider determines that the person is ready to transition to a less intensive placement option; what the ID Team recommendation is for placement, including waiver or ICF, and preferred region for transition; and current behavioral health status and support needs.	CEA Provider, Contract Monitor, OCDD Central Office staff	At time person is identified as ready to transition
2.	CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to OCDD Deputy Assistant Secretary regarding whether transition is appropriate at this time. Deputy Assistant Secretary will provide final determination on transition or additional needs. CEA Monitor will work with CEA provider and applicable other parties, such as Local Governing Entities, support coordination agency, and provider agency person is transitioning to in order ensure a smooth transition. OCDD Central Office will also be engaged as needed to assist. CEA Provider may not move forward with discharge until response from CEA Monitor is received.	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.

3.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> • Name of Service Recipient • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Medical diagnosis / diagnoses for which death was expected <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> • Name of Service Recipient • SIMS number (if applicable) • Legal Status • Date of Death • Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) • Any medical diagnoses that may have contributed to death • Circumstances surrounding death, including if abuse and/or neglect is suspected 	CEA Provider Administrator or Designee	Within 24 hours of death of resident.
4.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III. PROCEDURES FOR CONTRACT MONITORING

#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor’s Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider’s Quarterly Progress Report is received. Review the quarterly progress report and consult with OCDD Clinical staff on information pertaining to clinical aspects of the program.	Contract Monitor / OCDD Clinical Staff	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly

7.	Review all reporting / documentation guidelines as noted in attachment D-2. Consult with OCDD Clinical staff on at least a quarterly basis on clinical elements of quality monitoring. Provide ongoing feedback to Contractor on data analysis and identification of positive / negative trends with aggregate data.	Contract Monitor / OCDD Clinical Staff	Minimum of Quarterly
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Contract Monitor Quarterly Summary – Year __

Updated: 11/14/13

CEA Agency Name: _____ Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

Quarterly Progress Report	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 st Quarter				2 nd Quarter				3 rd Quarter				4 th Quarter			
	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Cleanliness of Facility																
Notes:																
Overall Facility Maintenance																
Notes:																
Equipment for ADL’s in Good Repair																
Notes:																
Staff Following Support Plans																
Notes:																
Individuals Engaged in Meaningful Activities																
Notes:																
Individuals Treated in Respectful Manner																
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

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Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community/group home facilities.

Due as Indicated

Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- Public Protests or Demonstrations at Facilities
- Public Health Emergencies
- Incidents Involving Clients
 - Death
 - If reported in Statewide Incident Management System (SIMS), SIMS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - Abuse/Neglect
 - Allegation, SIMS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer/Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement/Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- Disasters

Other Reportable Incidents

- Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver

responsible for care or by other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse/neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement/Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus)
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error)
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers
- **Major Injury** – an incident resulting in fracture/dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture/staple; head trauma/concussions; or other significant injury requiring medical intervention
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression)
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician
- **Aspiration Pneumonia** – as diagnosed by treating physician
- **Choking** – total occlusion of the airway by a foreign object

- Falls – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- Person to Person Altercations – any incident in which two participants are engaged in physical altercation
- Sexual Contact among Individuals – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- Self-Injurious Behavior – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- PICA – ingestion of foreign object; attempts that are blocked do not need to be reported
- Bowel Obstruction – as diagnosed by treating physician
- Loss/Destruction of home – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment
- Involvement with law enforcement – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime)
- Consumer/Family Complaint – any incident in which a family member or consumer reports a complaint to the agency

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize “template” for reporting
 - Due by 15th of April, July, October, January for previous quarter
- Current list of all staff, including professional level and licensed staff, subject to the CEA (full-time, part-time, and contract staff)
- Staffing schedule – most recent 2 weeks staffing schedule for direct support staff
- List of trainings conducted with staff during the reporting quarter, including name of training and number of hours
- Current client listing by home

- Summary of findings and actions taken as a result of agency's quality checks
- ISP dates for upcoming quarter

Due Annually

- Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - Abuse/Neglect Policy
 - Emergency Planning Policy
 - Incident Management Policy
 - Emergency Evacuation Agreement and Plan
 - Quality Enhancement Plan
- Statement of financial stability
- ISP / ILP schedules (annually or as updated)
- Statement of good standing from the Secretary of State website (annually)
- Results of agency's satisfaction surveys
- Organization chart
- Professional services list – list of people contracted.
- Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

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ATTACHMENTS AND EXHIBITS LIST

List of Attachments

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year _____
 - **Attachment D-2:** Reporting / Documentation Requirements for CEA Facilities
- Attachment E:** Attachments and Exhibits List