

REQUEST FOR PROPOSALS

LONG TERM CARE ACCESS SERVICES

LONG TERM CARE ACCESS PROGRAMS  
OFFICE OF AGING AND ADULT SERVICES  
DEPARTMENT OF HEALTH AND HOSPITALS

**RFP # 305PUR-DHHRFP-LTC-ACCESS-OAAS**  
**Proposal Due Date/Time: January 24, 2011 4:00 pm CDT**

*Release Date: December 16, 2010*

TABLE OF CONTENTS

<b>Section</b>	<b>Content</b>	<b>Page</b>
	Glossary	4
<b>I</b>	<b>General Information</b>	12
A	Background	12
B	Purpose of RFP	12
C	Invitation to Propose	13
D	RFP Coordinator	13
E	Proposer Inquiries	14
F	Pre-Proposal Conference	14
G	Schedule of Events	14
H	RFP Addenda	15
<b>II</b>	<b>Scope of Work</b>	15
A	Project Overview	15
B	Deliverables	17
B.1	Outcome #1: Provide Effective Information and Referral Services	17
B.2	Outcome #2: Level of Care Screening for all LTC-AS requestors	22
B.3	Outcome #3: Perform Assessment and Eligibility Determination for LT-PCS	24
B.4	Outcome #4: Develop Plan of Care for LT-PCS Requestors	26
B.5	Outcome #5: Internal Quality Management	28
C	Additional Task – Monthly and Quarterly Client Contact	231
D	Turnover	32
E	Staff Qualifications	33
F	Liquidated Damages	34
G	Fraud and Abuse	36
H	Technical Requirements	36
I	Subcontracting	37
J	Insurance Requirements	38
K	Resources Available to Contractor	39
L	Contact Personnel	39
M	Term of Contract	40
N	Payment	40
<b>III</b>	<b>Proposals</b>	40
A	General Information	40
B	Contact After Solicitation Deadlines	40
C	Rejection and Cancellation	41
D	Award Without Discussion	41
E	Assignments	41

F	Proposal Cost	41
G	Ownership of Proposal	41
H	Procurement Library/Resources Available to Proposer	41
I	Proposal Submission	42
J	Proprietary and/or Confidential Information	42
K	Proposal Format	43
L	Requested Proposal Outline	44
M	Proposal Content	44
N	Evaluation Criteria	50
O	On Site Presentation/Demonstration	52
P	Announcement of Award	52
<b>IV</b>	<b>Contractual Information</b>	<b>53</b>
	<b>Attachments</b>	
	I. Transmittal Statement	55
	II. DHH Standard Contract Form (CF-1)	56
	III. HIPAA Business Associate Addendum	61
	IV. Sample Cost Breakdown Template	64
	V. Approved Question Format	68
	VI. Activity Counts	69

## Glossary

**Abandoned Calls:** Those calls not answered by a live person before the caller hangs up during business hours. Calls hanging up during the Automatic Call Distributor phone greeting message will not be considered abandoned.

**Administrative Tribunal:** An entity within the Division of Administrative Law which will review all DHH decisions which are appealed by clients or their representatives.

**Adult Day Health Care Waiver (ADHC):** The Home and Community Based Services waiver program for Adult Day Health Care is available to Medicaid eligible clients age 65 years or older, or clients age 21 to 64 who are disabled according to Social Security Administration disability standards. These clients must meet nursing facility level of care. Clients are screened for level of care by the Long Term Care Access Services contractor and placed on the Request for Services Registry. When new funding or a slot becomes available, clients are contacted by the registry contractor and offered the choice of Home and Community Based Services (HCBS). Services available under the ADHC program are: support coordination (case management), adult day health care services, transition services (for persons transitioning from nursing facilities to the community), and transition intensive support coordination. Waiver support coordinators perform in-home assessments and develop comprehensive plans of care for program clients. Clients are given choices of service providers. Waiver support coordinator agencies and DHH monitor the quality of care and report to the Office of Aging and Adult Services.

**Adult Residential Care Service (ARC):** A facility or residence which provides adult residential care for compensation to two or more adults who are unrelated to the licensee or operator. Adult residential care includes but is not limited to the following services: lodging, meals, medication administration, intermittent nursing services, assistance with personal hygiene, assistance with transfers and ambulation, assistance with dressing, housekeeping, and laundry. Implementation of an ARC Waiver is expected to begin in Regions 6 and 8 in the spring of 2011. This waiver will be offered in a gradual start-up and is currently limited to a maximum of 200 slots.

**Assessment and Care Planning Training:** At this time, training is provided by the OAAS at least once a month, and includes a minimum of a two day classroom training and follow up competency-based evaluation. MDS-HC assessments shall be administered exclusively by individuals who have successfully completed the specified OAAS training and competency-based evaluation.

**Automated Call Attendant:** Telephone functionality which allows callers to be automatically transferred to an extension without the intervention of an operator. It may also offer a simple menu system ("for claims, press 1, for service, press 2, etc.). An automated call attendant may also allow a caller to reach a live operator by dialing a number, for example '0'.

**Business Hours:** Central Time hours of 8:00 AM to 5:00 PM Monday through Friday, excluding holidays. Holidays will be determined by mutual consent between OAAS and the contractor.

**Center for Medicare and Medicaid Services (CMS):** A federal agency which administers the [Medicare](#) program and works in partnership with state governments to administer [Medicaid](#) and other initiatives.

**Certification Period:** The 365 day period for which Prior Authorization is issued in LT-PCS. An annual reassessment must be completed between days 305 and 351 of the certification period to be considered a timely annual reassessment.

**Community Choices Waiver (CCW):** A new HCBS waiver submitted for approval in early 2010. Pending CMS approval, this new HCBS waiver, the Community Choices Waiver, will replace the EDA Waiver and offer a wider range of services than the current EDA Waiver. Once this waiver is approved, new requestors will be no longer be placed on the EDA Waiver registry.

**Consumer-Directed Personal Care Services (Currently known as Louisiana Personal Options Program [LA-POP]):** A service delivery option of LT-PCS which has been approved but not yet implemented. When implemented, this service delivery option will provide clients meeting the eligibility requirements for LT-PCS a choice of methods of service delivery. LAPOP (client-directed personal care services) provides an alternative way to receive Medicaid personal care services. Clients participating in the client-directed Louisiana Personal Options Program (LA-POP) may hire, direct and manage their own personal care services. Using a monthly allowance, clients develop, with the assistance of a services consultant, a personal supports plan, determine the services they are requesting, and the employees or agencies they wish to hire to provide the services. Some of the monthly budget may be used to purchase items that increase a client's independence or substitute for a client's dependence on human assistance. The Long Term Care Access Services contractor will explain and offer clients a choice of personal care services. (Clients expressing interest in LA-POP will be given a self- assessment. The LTC-AS contractor, serving as the services consultant agency for these clients, will develop a personal supports plan if approved for personal care services. The LTC-AS contractor will be responsible for monitoring the services provided and quality of care.)

**Cure Period:** A provision in a contract allowing a defaulting party to fix the cause of a default.

**DHH:** Louisiana Department of Health and Hospitals

**Elderly and Disabled Adults Waiver (EDA):** The current Home and Community Based Services waiver program for Elderly and Disabled Adults is available to Medicaid eligible clients age 65 years or older, or clients age 21 to 64 who are disabled according to Social Security Administration disability standards. These clients must meet nursing facility level of care. Clients are screened for level of care by the Long Term Care Access Services contractor and placed on a waiting list called the Request for Services Registry. When new funding or a slot becomes available, clients are contacted by the Request for Services Registry contractor and offered the choice of Home and Community Based Services. Once the Community Choices Waiver is approved, persons requesting services will no longer be added to the EDA Waiver RFSR.

**Electronic Medicaid Eligibility Verification System (EMEVS):** An electronic system operated by the Medicaid Fiscal Intermediary for the purpose of verification of Medicaid eligibility. The LTC-AS contractor will be billed a fee of \$50.00 per batch of discrete eligibility verification requests (records) as long as the batch does not exceed 500 discrete eligibility requests. Contractor will be billed \$50.00 per batch of 500 plus \$0.15 per client eligibility request for those exceeding 500. The Medicaid Fiscal Intermediary will generate invoices monthly to the provider/submitter/receiver. Note that an SFP for the Medicaid Fiscal Intermediary may be issued in 2010.

**Enhanced Public Awareness:** OAAS uses its website, [www.oaas.dhh.louisiana.gov](http://www.oaas.dhh.louisiana.gov) for posting information regarding all available programs. Additionally, OAAS develops Fact Sheets (detailing eligibility requirements for these programs) which are sent to clients who call the contractor. The LTC-AS contractor will be required to continue this process. Enhancements to this process will require approval by OAAS.

**Face-to-Face Assessment:** An assessment in which the MDS-HC Version 2 is completed in the presence of the client. For the purposes of this RFP, initial face-to-face assessments will be performed for all who are requesting LT-PCS services outside of DHH Region 2 and who pass LOCET on at least one Pathway and meet initial targeting criteria. Periodic face-to-face assessments will be performed on all LT-PCS clients outside of DHH Region 2 on an annual basis and when the client or representative reports a significant change in functional status. See Glossary Item "Reassessment" for further explanation.

**Home and Community Based Services (HCBS):** Services administered by OAAS which provide care in the community rather than in nursing facilities. HCBS services include, but are not limited to, Medicaid, waiver and state plan programs approved by CMS.

**Human Services Field:** Examples of human services fields are social work, psychology, counseling, recreational therapy, occupational therapy, physical therapy, nursing, or sociology. Any other degree must be approved by OAAS.

**Initial Targeting Criteria (ITC):** A set of criteria which must be met to be eligible for Long Term Personal Care Services (LT-PCS). These criteria include combinations of items which indicate the client, in addition to meeting level of care requirements, will meet screening requirements and will receive an in-home face-to-face assessment to determine full eligibility for LT-PCS. Some examples of ITC include the participant having a disabled caregiver or one who is age 70 or over and the participant's condition demonstrating, in the opinion of a physician, the likelihood of medical or mental deterioration.

**Initial Targeting Criteria Determination Date (ITC Determination Date):** The date that the reviewer activates the "Accept ITC Documentation" or "Reject ITC Documentation" button on the OPTS-LOCET Verification Screen. This will occur after the participant has submitted documentation relative to Initial Targeting Criteria.

**Live Contact:** A phone conversation will be considered to be a live contact if the party contacted is the client, the designated personal representative, a legal representative or an adult family member of the client.

**LOCET (Level of Care Eligibility Tool):** The Louisiana Level of Care Eligibility Tool (LOCET) is a research-based tool which establishes uniform criteria designed to determine whether the client has met the requirements for level of care screening for long term care services. The LOCET interview should take 20 to 25 minutes telephonically.

**LOCET Completion Date:** The date that the LOCET is completed. The date the intake specialist activates the "Complete" button will be considered the LOCET completion date. The appropriate notice to the client must be mailed within three business days after the LOCET completion date.

**LOCET Intake Specialist:** An employee of OAAS or its designee who has been fully trained by OAAS on the administration of the LOCET screening process.

**LOCET Training:** LOCET Training is provided once a month by OAAS and is a one day training from 8:00 AM to 1:00 PM. Training is free of charge and is given in person at DHH Headquarters at 628 N. 4<sup>th</sup> St. in Baton Rouge, La. OAAS provides this monthly training for all eligible parties. New Intake Specialists must attend and successfully complete at least one DHH-provided training. The LTC-AS contractor is responsible for establishing its own ongoing, in-service training program to maintain and update competencies.

**Long Term Care Access System Contractor (LTC-AS Contractor):** The contractor which is to be obtained through this Request for Proposal.

**Long Term – Personal Care Services (LT-PCS):** LT-PCS is a Medicaid state plan personal care service. It is possible that during the term of this contract, it might be replaced with a state plan personal care service operated under a different statutory authority. If so, the duties required of the contractor for LT-PCS would also be required for the new personal care program. LT-PCS is available to all Medicaid clients age 65 or older, or age 21 to 64, meeting the Social Security Administration disability criteria. In addition, the client must meet the LT-PCS eligibility criteria and initial targeting criteria. The client must be able to participate in his/her care and direct the services provided by the worker independently or through a responsible representative. Clients must require at least limited assistance with at least one Activity of Daily Living. Services to be provided in LT-PCS are assistance with activities of daily living and instrumental activities of daily living (ADL/IADL). These include assistance with: toileting and grooming, bladder and/or bowel requirements or problems, eating and food preparation, performance of incidental household chores (only for the client), accompanying client to medical appointments, and grocery shopping. The LTC -AS contractor staff will perform an in-home assessment of the client and develop a plan of care and authorize services. Services are limited to an hourly amount per week specified by OAAS. The LTC-AS contractor will identify the number of service hours which the plan of care will use. This number is based upon the results of the MDS-HC Version 2.0 assessment and the extent and availability of the client's informal support network.

**Louisiana Personal Options Services Delivery Option (LA POP):** Consumer-directed program, to be implemented in the future, that allows participants to hire, fire, train, etc. their own personal care workers and purchase goods to help enable themselves to live independently.

**LT-PCS Eligibility Determination Date:** The date when the approval or denial determination is made for an LT-PCS client. This will occur one business day after the face-to-face assessment is completed.

**Medical Deterioration Review:** A review of physicians' medical statements which takes place for LTPCS participants who have not met the ITC requirements during the LOCET interview. The participant is requested to submit a statement from his or her physician which speaks to the likelihood of the participant's medical or mental deterioration. OAAS will provide the contractor with criteria and training for this determination process.

**MDS-HC Training:** MDS-HC Training is provided monthly by OAAS and is a two-day training from 9:00AM to 4:30PM. Training is free of charge and is given in person at DHH Headquarters at 628 N. 4<sup>th</sup> St. in Baton Rouge, La. OAAS provides this monthly training for all interested parties. New assessors must attend at least one DHH-provided training. The LTC-AS contractor is responsible for establishing its own ongoing, in-service training program to maintain and update competencies.

**Medicaid Fiscal Intermediary:** The agency which performs fiscal functions related to Medicaid funds. The fiscal Intermediary for Medicaid in Louisiana is currently Molina Information System. An SFP for the Medicaid Fiscal Intermediary may be issued in 2010.

**Minimum Data Set for Home Care (MDS-HC):** An assessment tool used by OAAS to determine eligibility for Home and Community Based long term care programs. The MDS-HC is also used in gathering information to be used in the development of a care plan. The MDS-HC Version 2.0 is used by OAAS. An MDS-HC assessment may take from 1 to 1.5 hours to complete.

**Multi-lingual Requirements:** Estimates for annual volumes of various multi-lingual flyers are as follows: English, Spanish, Vietnamese will be required at the onset of the contract; 5% population threshold thereafter for other languages encountered. For Spanish, 500 flyers should be required annually; for Vietnamese, 200 flyers should be required annually. The current contractor has had only 2 instances in the last 5 years of having to provide an interpreter for sign language during in-home MDS-HC assessments. It should be noted that postage is not a pass-through cost.

**Must:** Denotes a mandatory requirement

**Nursing Home Admissions:** Nursing facilities provide 24 hour care for rehabilitative, restorative and/or ongoing skilled nursing care to patients or residents in need of assistance with activities of daily living such as bathing, dressing, transferring, toileting and eating. Clients can qualify for Medicaid nursing facility services if they meet the nursing facility level of care, have an order from a licensed physician, and are screened prior to admission for a history or active treatment of mental illness and/or mental retardation/developmental disabilities according to federal regulations. The Long Term Care Access



Services contractor will be responsible for providing information and choice of this service and performing level of care screening for clients seeking nursing facility services.

**OAAS Designated Automated Plan of Care:** An automated plan of care for use in the care planning process for LT-PCS participants.

**OAAS Participants' Services Application (OPTS):** A client data base which will house data on all OAAS Participants and will track information relative to their application for and receipt of long term care services administered by OAAS. The system is currently under development at this time and is expected to be operational prior to the effective date of this contract.

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

**Plan of Care:** A plan written by the assessor which serves as a guideline for in-home services to be delivered. Development of an average Plan of Care for LT-PCS currently requires approximately 1.5 hours. The client's plan of care will usually not require contact with or documentation from hospitals or other additional entities. The development of the plan of care is carried out by the trained MDS-HC assessor and does require critical thinking skills related to information collected during the assessment process.

**Program of All-Inclusive Care for the Elderly (PACE):** The Program of All-Inclusive Care for the Elderly coordinates and provides all needed preventive, primary acute and long term care services so that older clients can continue living in the community. Clients must be 55 years old or older, live in a PACE provider service area and meet the state's nursing facility level of care. Participation is voluntary. PACE programs are required to provide all Medicaid and Medicare services and are paid on a monthly capitated basis. Currently, Louisiana provides PACE programs in New Orleans and Baton Rouge. Additional PACE programs may be opened during the term of this contract. The Long Term Care Access Services contractor will be responsible for providing information and making referrals to PACE and performing level of care screening for clients seeking PACE services.

**Reassessment:** An assessment which is done as a result of a change in client status (change reassessment) or at the end of a certification period (annual reassessment). Any reassessment (change or annual) that involves an MDS HC must be performed face-to-face. If the client indicates a change in functional assessment, a face-to-face MDS-HC must be completed at that time. If the client reports a change in caregiver or situation other than functional status change, a new MDS-HC is not required. OAAS Program Rules indicate that the reassessments must be done annually.

**Redacted Proposal:** A proposal in which confidential and/or proprietary information has been removed.

**Regional Single Point of Entry (SPOE):** A designated access point for applicants wishing to obtain information, application, and referral services for long term care programs. Currently the Capital Area Agency on Aging in East Baton Rouge is operating as the pilot regional SPOE for DHH Region 2. As this pilot is developed and evaluated, the current plans are for more regional SPOES to be developed (over the course of the next several years) in additional regions throughout the State. As these Regional SPOES are developed, the state wide Long Term Care Access Services (LTC-AS) contractor will transition the above services to the appropriate SPOE.

**Relationships Map:** A tool utilized in Person-Centered Planning. It provides a visual display of the client's relationships network, the primary source of strength in Person-Centered Planning. The Relationships Map provides a concrete format of natural and community supports that could be included in the planning process and in the care plan. It's also a useful tool to record changes in relationships over time, which allows viewers to see where capacities and shortages for support exist.

**Request for Services Registry (RFSR):** The registry of requestors for waiver services offered by OAAS. The contractor which currently manages the Request for Services Registry is Statistical Resources, Inc (SRI). The Long Term Care Access Services contractor will be required to exchange information with this contractor.

**Routines Map:** A tool which may be used by assessors in the Person-Centered Planning process. A Routines Map is a step-by-step account of a typical week in the life of the client. It provides a structured way to analyze the client's routine and identifies specific tasks and activities that occur on a regular basis. This tool visually emphasizes periods of wasted or "down" time and where there are gaps in services/supports. The Routines Map also helps clarify how the client's routine interfaces with the routines of those who provide essential supports.

**Services Consultant Agent:** The LTC-AS contractor will function as the Services Consultant Agent for clients choosing the LA-POP service delivery option. The services consultant will assist the participant in identifying those comprehensive supports recognized for the client to maintain independent living in the community. These services will be addressed in the personal supports plan which the services consultant will help develop. The services consultant will monitor the supports plan and when needed, per the request of the client, will make amendments to the plan.

**Shall:** Denotes a mandatory requirement

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

**Telesys®:** A proprietary software system currently used by OAAS to house MDS-HC assessment data and Plan of Care for long term care service clients.

**Website for Long Term Care Access Services RFP, supplements and addenda:**  
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

**Will:** Denotes a mandatory requirement

## **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.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of 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 of Aging and Adult Services (OAAS) was formed within the Department of Health and Hospitals as a health care reform initiative in 2006. OAAS brings together all of the long-term care programs that serve aging adults and people with adult-onset disabilities.

These programs currently include but are not limited to Medicaid home and community-based (HCBS) long-term care programs and upon implementation, the Adult Residential Care Waiver, the Community Choices Waiver, and the Louisiana Personal Options Services Delivery Option.

The Office for the Aging and Adults Services (OAAS) currently operates the following HCBS programs for the elderly and/or people with disabilities:

- Elderly and Disabled Adult (EDA) Waiver
- Adult Day Health Care (ADHC) Waiver
- Long-Term Personal Care Services (LT-PCS)
- Program for All Inclusive Care for the Elderly (PACE)

Not limited to these, OAAS will also operate the following programs upon implementation:

- Adult Residential Care Waiver
- Community Choices Waiver
- Louisiana Personal Options Services Delivery Option

### **B. Purpose of RFP**

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide client eligibility screening, comprehensive assessment services, and service planning and

telephone-based information and referral in a manner that provides informed choice and access to services for clients seeking long term care services and supports in Louisiana. The LTC-AS contractor solicited through this RFP will play an integral role as the Department transitions to a system of long term care services and supports that provides clients and their families a choice among various long term care settings, services, and providers.

2. OAAS is working to transform the delivery of long term care services and supports in Louisiana based on guidance from the 2005 “Louisiana’s Plan for Immediate Action: Providing Long-Term Care Choices for the Elderly and People with Disabilities,” and the 2007 “Louisiana’s Plan for Choice in Long-Term Care: Comprehensive Long-Term Care Reform Plan.” Both of these plans outline actions and tasks in five key areas: vision, administrative consolidation and streamlining, long term care services financing, service capacity, and quality management. Of particular relevance to the work to be done by the LTC-AS contractor are: OAAS’ phased-in implementation of regional single entry point agencies; performance of uniform assessment and objective determination of eligibility for programs; focus on person-centered outcomes when developing care plans for the LT-PCS Program; implementation of a quality management assurance program for contractor performance; and carrying out performance-based contracting.
3. A contract is necessary to provide improved LTC-AS to support clients in choosing cost-effective services and supports and to bring improved quality management and greater accountability to the long term care system. The contract will bring greater focus on quality management through a focus on client-centered outcomes and improved client monitoring.

**C. Invitation to Propose**

DHH Office of Aging and Adult Services is inviting qualified proposers to submit proposals for services to provide long term care access services in accordance with the specifications and conditions set forth herein.

**D. RFP Coordinator**

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

Gina Rossi, LCSW, MHSA  
Program Manager  
Office of Aging and Adult Services  
Department of Health and Hospitals  
628 North 4th Street, Baton Rouge, LA 70821  
Telephone Number: (225) 342-1981  
Facsimile Number: (225) 219-0202  
Email: Gina.Rossi@la.gov

2. The final RFP will be available in PDF at the following weblinks on the Department of Health and Hospitals website and the LAPAC site on the Division of Administration website:  
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>  
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. All communications 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 mandatory 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://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and  
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>  
 Written inquiries should be submitted using the approved Question Format found at the weblink listed above.
2. 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**

A pre-proposal conference is not required for this RFP.

**G. Schedule of Events**

DHH reserves the right to deviate from this Schedule of Events

<b>Schedule of Events</b>	
Public Notice of RFP	12/16/2010
Deadline for Receipt of Written Questions	12/23/2010 4:00 CT
Response to Written Questions	1/14/2011
Deadline for Receipt of Written Proposals	1/24/2011 4:00 CT
Initial Proposal Evaluation	1/26/2011 – 2/2/2011
On-Site Presentations/Demonstrations	2/8/2011 – 2/9/2011
Proposal Evaluation Begins	2/10/2011
Contract Award Announced	2/17/2011

Contract Negotiations Begin	2/18/2011
Contract Begins	7/1/2011

**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 address:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and  
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

**II. SCOPE OF WORK**

**A. Project Overview**

1. The contractor will develop, implement and operate an efficient and effective access system for long term care services in Louisiana. The results of the services provided under the resulting contract shall include, but are not limited to, the following:
  - An effective information and referral protocol. This protocol shall be fully supported by an integration of long term care services and supports as well as integration of existing Medicaid applications.
  - Streamlined access to information and eligibility processes for all long term care service choices
  - Enhanced public awareness of the access system and of services and supports choices
  - Accurate eligibility evaluation and screening for Medicaid long term care services and supports
  - Provision of informed choices to consumers with coordination of funding sources
  - Improved communication, avoidance of duplication, and effective utilization of resources
  - Comprehensive assessment of client needs connected to person-centered care planning
  - Streamlined access to services
  - Effective, person-centered LT-PCS client monitoring and follow-up
  - Improved control over long term care costs
  - Participation in comprehensive and coordinated quality management focused on person-centered outcomes
  - Accountability through performance-based contracting and enhanced accountability to the public
  
2. The result of this contract will be accurate and timely provision of long term care services to qualified elderly and disabled clients, including information and referral services, level of care screening for all long term care services, and determination of eligibility and care planning for LT-PCS requestors.

3. It should be noted that the LTC-AS contractor will not perform any duties other than referral in any geographical region which has a DHH contracted SPOE in operation. DHH currently has a SPOE in operation in Region 2 (Baton Rouge and the following parishes: Pointe Coupee, West Feliciana, East Feliciana, East Baton Rouge, West Baton Rouge, Iberville, and Ascension). As noted in Section II.B.1.h., these referrals are to be completed by three-party phone transfer (soft transfer) when necessary.
4. The contractor selected for this project will provide information and referral services to persons seeking long term care services. This information will be given in response to telephone inquiries and also include written information to be mailed to persons or families requesting service information. The contractor will conduct a telephone-based functional eligibility screening of potential clients requesting Medicaid long-term care services, including those requesting admission to Louisiana Nursing Facilities. The contractor shall use the Louisiana Level of Care Evaluation Tool (LOCET) for this screening function.
5. The contractor selected for this project will provide comprehensive assessment and care planning to clients seeking and receiving LT-PCS or any successor state plan personal care program. The contractor shall develop a person-centered plan of care for clients choosing the LT-PCS program. Where LT-PCS is chosen, the contractor shall provide choices of service provider agencies available to the client. Services shall be authorized by the contractor based on the client's plan of care. The contractor shall follow-up to confirm that services were started.
6. The contractor must utilize trained and certified staff to conduct comprehensive assessments of potential Medicaid personal care program clients who meet the State's eligibility requirements and to determine their specific requirements for long term care services and supports. The contractor must explain and give the client a choice of Medicaid personal care service delivery options: the LT-PCS program or the client-directed LA-POP (when implemented). The contractor will function as the Services Consultant Agency when LA-POP is chosen as the service delivery option.
7. The contractor will use OAAS approved software and database systems. See Sections II.B.1.g. and II.G. of this RFP.
8. Delegation of Departmental Responsibilities to the Contractor or Assumption of Contractor Responsibilities by the Department:

Should the Department elect to assume some responsibilities contracted under this RFP or should additional services described elsewhere in this RFP be requested, the reimbursement amount may be renegotiated based on budgeted cost estimates or actual costs, if performed for greater than twelve (12) months.

The renegotiated reimbursement amount will be based on the costs of Contractor functions assumed by the Department or the estimated costs of new functions the Department is requesting the



Contractor to perform. Should DHH elect to assume some responsibilities contracted under this RFP, the reimbursement amount shall be renegotiated downward based on the value of the services. Should additional services described elsewhere in the RFP be requested, the reimbursement amount shall be renegotiated based on the contractor's administrative costs stated in the proposal for providing those services. Any price negotiation shall be subject to current contract law and regulations.

## **B. Deliverables**

The services to be provided are described below. Deliverables for this contract are grouped according to five broad expected outcomes: (1) Effective Information and Referral Services, (2) Accurate Level of Care Screening for all requestors of LTC services, (3) Accurate and Timely Assessment and Eligibility Determination for LT-PCS requestors, (4) Effective Care Planning for LT-PCS requestors and (5) Internal Quality Management. In addition, all reports, manuals and other documents required by OAAS shall be submitted electronically to the OAAS Contract Monitor according to the timelines specified for each.

### **1. OUTCOME #1: Provide Effective Information and Referral Services**

Contractor will provide information and referral services for long term care services and supports throughout the state of Louisiana, providing accurate program and choice information.

This includes:

1. Office of Aging and Adult Services program options
  - a. Elderly/Disabled Adults
  - b. Adult Day Health Care
  - c. Long Term-Personal Care Services (or successor PCS program)
    - i. Louisiana Personal Options Program (when implemented)
  - d. Program of All-Inclusive Care for the Elderly
  - e. Nursing Facility Admissions
  - f. Community Choices Waiver (when implemented)
  - g. ARC Waiver (when implemented)
  - h. Any other new Home and Community Based Services developed by OAAS
2. Other (non-OAAS) service options such as:
  - a. home health
  - b. homemaker
  - c. chores services
3. Services through other entities offering resources for the aged and disabled adult population, such as:
  - a. The Aging and Disability Resource Center
  - b. Councils on Aging
  - c. Governor's Office of Elderly Affairs or
  - d. Other community and natural supports, etc.
4. The LTC-AS contractor will refer clients to Medicaid eligibility for financial eligibility determination as needed.

### **B.1.a. Call Center Location**

Due to site visits to be conducted by OAAS it is desirable that the call center be located in an area that OAAS can conduct site visits without overnight travel. The proposer should provide the actual physical location (street, town, state and zip code address) of the call center that will be utilized to provide call center services described in the RFP. Failure to provide this information will result in the proposer losing ten points in the evaluation. In order to receive any points in this criterion, the proposer must not only provide the intended location physical address of the call center, but must also state that this location call center will be utilized to provide the services described in the RFP if proposer is chosen for award of the contract;

### **B.1.b. Automated Call Distributor (ACD)**

The contractor shall implement an Automated Call Distributor (ACD) to queue answering of calls, record quantity (or amount) of calls received by area code and time of day, track timeliness of answered calls, track quantity of abandoned calls, length of calls, origin of calls by area code, parish where services are sought, type of caller (client, family, friend or service provider), type of client seeking services (Medicaid or non-Medicaid), type of information sought (information and referral, request for services, complaint, status of service), and the contractor's response to call.

Deliverable: The contractor shall maintain less than 5% call abandonment rate during business hours. All calls that are not answered by a live person before the caller hangs up during business hours shall be considered abandoned. This shall include those which roll out to the automated system. Calls hanging up during the ACD phone greeting message will not be considered abandoned.

Contractor Reporting: Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

### **B.1.c. Telephone Call Recording System**

Contractor shall establish and maintain a Telephone Call Recording System to track time and dates of calls for quality monitoring purposes. Live monitoring of calls may be done in addition to recorded calls, but not in lieu of recording calls. Recordings must be readily available to OAAS. It is required that 100% of calls shall be recorded and stored for a period of 90 days for the purpose of appeals. The contractor must have the capacity to store 5% of recorded calls for longer periods of time. OAAS may monitor live calls.

Deliverables: Information and choices shall be clear, understandable, accurate, and conveyed in a respectful manner. Also see Section B.1.g., "Provide Program Choice Information."

Contractor Reporting: Recordings must remain available for OAAS review as described above.

**B.1.d. Track Referrals**

Contractor shall document choice(s) of options, percentages and quantity of referrals to OAAS Programs, non-OAAS services, and referrals to services for non-Medicaid clients. Contractor shall establish and maintain a referrals-made tracking system that identifies category of client and place of referral.

Deliverable: 100% of referrals will be tracked by client category, OAAS Program, non-OAAS Medicaid service, and place of referral for non-Medicaid clients.

Contractor Reporting: The Contractor shall daily tally the quantity and percentage of referrals for Medicaid and non-Medicaid clients and percentage of referrals to non-OAAS services. Tally of Medicaid & non-Medicaid referrals to specific agencies and/or organizations and services shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.e. Provide Information and Referral about long term care services and supports**

Contractor shall provide Information and Referral for long term care services and supports throughout the State of Louisiana through a toll-free (1-800 number) telephone system with prompt (within 4 rings or less) live answering during business hours (8:00 am to 5:00 pm Central Time M-F) excluding holidays (to be determined by mutual consent) to ensure no more than a two (2) minute wait time for callers. After a two minute wait, calls must be rolled over to an automatic attendant for messaging.

Deliverable: The Contractor shall maintain less than 5% call abandonment during business hours. All calls that are not answered by a live person before the caller hangs up during business hours shall be considered abandoned. This shall include those which roll out to the automatic attendant. Calls hanging up during the ACD phone greeting message will not be considered abandoned.

Contractor Reporting: The contractor shall report the following: Quantity of calls received by area code and time of day; timeliness of answering calls; quantity of abandoned calls; length of call. The Contractor shall provide a record of Parish in which services are sought, type of caller (client, family, friend or service provider), type of client seeking services (Medicaid or non-Medicaid), type of information sought (information and referral, request for services, complaint, status of service), contractor response to call. Tally shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.f. Promptly return calls and messages**

Contractor shall promptly return 100% of all calls and messages within one business day.

Deliverable: The Contractor shall return 100% of all calls and messages within one business day; shall obtain 80% live contacts within one business day. It is acceptable to leave a message on the client's answering machine, but this method will not be considered a live contact.

Contractor Reporting: The Contractor shall track and report the quantity of incoming calls with messages left after hours; keep logs on number and timing of returned calls. Tally shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.g. Provide program choice information**

Contractor shall give a brief overview of the basic programs available to caller, including the services provided and basic eligibility criteria. This will be monitored during Q&A of phone LOCETs. During a LOCET phone audit, the client shall be asked his/her understanding of the information given. The contractor must assure that intake specialists and assessors receive adequate training to knowledgeably explain programs and program choices to clients seeking long term care services.

Deliverable: The LTC-AS contractor must give accurate Program Choice information in 95% of calls monitored.

Contractor Reporting: No reporting shall be required of LTC-AS contractor.

**B.1.h. Obtain or Develop statewide comprehensive data base of long term care service and support resources**

Contractor shall obtain or develop and maintain an up-to-date statewide comprehensive data base of long term care services and other community resources to be used for information and referral and development of the plan of care. The contractor must seek prior approval of OAAS prior to implementing use of this data base. Contractor shall establish a system to identify local gaps in services and report to OAAS. Currently, there are no existing statewide or regional comprehensive databases of long term care services and supports. **It shall be the contractor's responsibility to develop an appropriate database and assure that it is updated. One of the tools the LTC-AS contractor may use is the LouisianaAnswers.com website.**

Deliverable: The data base will be in place on the beginning date of the contract.

Contractor Reporting: Contractor shall submit quarterly reports to OAAS documenting the dates of the database updates. The Contractor shall submit reports to OAAS by the 10<sup>th</sup> day of the month following the end of the previous quarter.

**B.1.i. Referrals to Regional Single Point of Entry**

Contractor shall make referrals to a Regional Single Point of Entry for clients residing in those regions via three-party phone transfer (soft transfer).

Deliverable: The contractor shall provide 90% successful live transfers.

Contractor Reporting: Tally shall be completed daily of the quantity of referrals to regional single point of entry; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month. OAAS will also conduct random quality monitoring on success of actual transfer.

NOTE: Contractor may explore systems which would automate this transfer function. Any system proposed for use will be subject to OAAS approval prior to utilization by the Contractor.

**B.1.j. Provide written information**

Contractor shall provide written information to clients and families seeking long term care services and as prescribed by OAAS program rules and requirements. Contractor shall mail the OAAS and non-OAAS program materials and forms.

The contractor shall provide written program information in accessible (6<sup>th</sup> grade reading level) and multi-lingual formats which are culturally appropriate and sensitive, including program descriptions, rights and responsibilities, program choices and appeal rights to clients as needed and as defined by OAAS protocols. If an interpreter is required for in-home MDS-HC assessments, the LTC-AS contractor shall supply one.

Currently the volume of outgoing mail is approximately 3-6 times the number of clients. The contractor shall be required to develop written materials if existing materials are not available and as requested by OAAS. The contractor will be responsible for paying for printed material. Postage cost shall be paid by the Contractor and shall not be passed through for payment by the State. All materials must be approved by OAAS. Information is subject to be changed at any time by OAAS. The contractor will be responsible for costs, compilation, and distribution of printed materials described as "written information" and "Freedom of Choice."

Deliverable: The contractor shall mail 100% within three business days of inquiry or request.

Contractor Reporting: Tally shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.k. Correspondence**

The contractor will be responsible for ensuring that all appropriate correspondence is printed in a timely manner relative to the completion or determination date (see glossary for LOCET completion date and LT-PCS eligibility determination date) and mailed within 3 business days from the completion or determination dates respectively.

Deliverable: The Contractor shall send out 95% of all correspondence according to above-stated OAAS guidelines.

**2. OUTCOME # 2 : Level Of Care Screening for all LTC-AS Requestors :**

Contractor will perform universal telephonic screening for all requestors of long term care services administered by OAAS, including but not limited to home and community based Waiver requestors, PACE requestors, LT-PCS Requestors and those requesting admission to Nursing Facilities in Louisiana.

**B.2.a. Check Medicaid Eligibility for LT-PCS Clients**

Contractor will check Medicaid eligibility through the on-line Electronic Medicaid Eligibility Verification System (EMEVS) or other system as specified by OAAS. If client is not enrolled in Medicaid, contractor will provide information about Medicaid eligibility and refer or transfer client by telephone to appropriate Medicaid contact for their region.

Deliverable: 100% of non-Medicaid referred to Medicaid eligibility office within one business day.

Contractor Reporting: Contractor will track the number of clients referred to Medicaid eligibility by date and time. Tally shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.2.b. Screening for Level of Care Eligibility for all LTC Requestors by LOCET**

Contractor will screen for (or make preliminary determination of) functional eligibility for all LTC requestors by completing the Level of Care Evaluation Tool (LOCET) accurately and timely, using 100% OAAS-trained staff. This shall include screening for all Medicaid-funded HCBS programs administered by OAAS and screening for all who request Nursing Facility admission.

Deliverable A: The contractor shall provide 100% of the Intake Specialists that are LOCET-certified by OAAS.

Deliverable B: At a minimum, 95% of LOCETs for persons currently in hospitals or active cases of Adult or Elderly Protective Services will be completed on the same day of the phone request; however, 100% of LOCETs for persons currently in hospitals or active cases of Adult or Elderly Protective Services will be completed within 2 business days of the phone request.

Deliverable C: At a minimum, 95% of LOCETs for persons not in the above groups will be completed on the same day of the phone request, with 100 % completed within 5 business days of the call.

Contractor Reporting: The Contractor shall provide OAAS Quality Monitoring on LOCET specialist certification and Level of Care determination accuracy.

**B.2.c. Make appropriate Level of Care screening decisions for LOCET clients**

Contractor will determine if client meets Level of Care screening requirements with LOCET. Contractor will send denial notice and, if applicable, appeal rights to client. Appeal rights shall be given any time there is a reduction, termination, or denial.

Deliverable: Contractor must establish that 95% of LOCETs match OAAS Quality Monitoring audit findings.

NOTE: The assessors shall receive sufficient training and written guidelines from OAAS, to allow them to determine the outcome of level of care screening decisions and eligibility determinations (using MDS-HC). OAAS personnel and the medical director of DHH shall also be available for further review of troublesome cases.

**B.2.d. Perform Medical Deterioration Review for LOCET clients requesting LT-PCS**

Contractor shall perform medical deterioration review on all LOCETs which meet level of care requirements, but which do not meet Initial Targeting Criteria. This review shall be performed for those persons who request LT-PCS. This will consist of review of a physician's statement regarding the participant's likelihood of medical or mental deterioration. OAAS will provide criteria and training for review of these Medical Deterioration statements.

Deliverable: 100% of Medical Deterioration reviews shall be completed within 5 business days after the receipt of Medical Deterioration information.

Contractor Reporting: Contractor shall report number of Medical Deterioration reviews which remain pending after the 5<sup>th</sup> business day after receipt of the physician's report.

**B.2.e. Appropriate notices for LOCET decisions**

Contractor will send denial notice and appeal rights to client as appropriate, or send approval notice to client. Appeal rights shall be given any time there is a reduction, termination, or denial.

Deliverable: The Contractor shall generate notices on LOCET completion date; The Contractor shall mail 100% within 3 business days from printing date.

**B.2.f. Participate in Appeal Process for all LOCET Appeals**

Upon contractor's receipt of notice of docketed LOCET appeal from the Division of Administrative Law, contractor shall prepare appeals packet which includes Summary of Evidence and all documentation necessary to uphold the decision made on the LOCET. Contractor shall send the appeals packet to the Division of Administrative Law within five business days of receipt of the notice of docketed appeal. Contractor shall provide for the Intake Specialist who conducted the LOCET interview to attend the hearing in person to provide testimony (rarely required) or to provide testimony via telephone conference call, whichever is required.. OAAS will also be represented in hearings. .

Deliverable A: 100% of LOCET appeal packets shall be mailed to the Division of Administrative Law within 5 business days of the contractor's receipt of the notice of docketed appeal.

Deliverable B: In 95% of LOCET appeals heard by the Division of Administrative Law, the actual Intake Specialist who performed the LOCET interview shall be available to provide testimony at the appeal hearing, in person or via conference call.

**B.2.g. Information sharing with other entities**

Contractor will share updated information electronically with certain entities as specified by OAAS. Contractor must share information with the registry contractor, regional single entry point agencies (e.g., for transfer of client information) and others required by OAAS. An itemization of data exchanged and data exchange formats will be provided post-award.

Deliverable: 100% shall be shared/provided within one business day.

Contractor Reporting: Contractor shall track the quantity of updates, time and date sent. Tally shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.2.h. Update and share demographic info**

If contractor is informed of a change of residence or telephone number, contractor shall update OAAS Participant Tracking System (OPTS) and provide demographic information to registry contractor to update the Request for Services Registry.

Deliverables: Upon learning new client contact information, contractor shall update OAAS Participant Tracking System (OPTS) within one business day and contact registry contractor within two business days.

Contractor Reporting: The contractor shall record and report monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**3. OUTCOME # 3: Perform Assessment and Eligibility Determination for LT-PCS**

Contractor will provide accurate and timely comprehensive assessment and care planning to clients seeking and receiving Long Term Personal Care Services (LT-PCS) initial assessment, change of status reassessment and annual reassessment as required by OAAS protocol.

**B.3.a. Face-to-face assessments**

Contractor will conduct face-to-face client assessment for Personal Care programs only (LT-PCS and LA-POP when implemented) using MDS-HC instrument and process and providing Freedom of Choice of provider information.



Deliverable A: 100% of assessors must be LOCET and MDS-HC certified by OAAS. Assessment staff will also be required to have ongoing, in-service training. The contractor shall utilize sufficient staff statewide to meet the timeliness requirements for completing assessments.

Deliverable B: Timeliness requirement: The contractor shall provide 90% within 2 business days of LOCET Level of Care screening decision for clients in hospitals or verified Adult/Elderly Protective Services clients.

Deliverable C: The contractor shall provide 90% within 10 business days from LOCET Level of Care screening decision for clients in community living situations or residing in nursing facilities.

**B.3.b. Present choice of Personal Care Programs when LA-POP is implemented**

Contractor shall explain and give the client a choice of the type of Personal Care program: Long Term-Personal Care Services or the client-directed Louisiana Personal Options Program, where applicable.

Deliverable: 100% of clients shall have choice of program explained in a clear, understandable, accurate and unbiased manner.

Contractor Reporting: OAAS Quality Monitoring will develop reporting requirements after contract award.

**B.3.c. Self-Direction Assessment when LA-POP is implemented**

For clients choosing the client-directed LA-POP, contractor will conduct the Self-Direction Assessment.

Deliverable: 100% of clients expressing interest in LA-POP will be given the Self-Direction Assessment. Documentation of the Self-Direction Assessment shall be placed in the client file.

Contractor Reporting: Tally shall be completed daily showing the number of clients given choice of program and self-assessment; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month. Upon random file audit by OAAS, 95% of files for LA-POP clients shall be found to contain the Self-Direction Assessment.

**B.3.d. Make appropriate Eligibility determinations for LT-PCS clients**

Contractor will determine if client meets eligibility criteria with MDS-HC and Plan of Care.

Deliverable: No more than 10% of LT-PCS eligibility determinations that are appealed, shall be overturned.

**B.3.e. Maintain timeliness for LT-PCS Case Processing**

Contractor will perform all necessary review, revision and quality measures on LT-PCS cases within time frames prescribed by OAAS. Timeliness will be determined from the following:

- Date of initial face-to-face assessment or annual face-to-face reassessment (Date of face to face assessment as recorded in OPTS)
- The date the appropriate notice is generated from OPTS. (See Glossary, “LT-PCS eligibility determination date.”)

Deliverable: In 95% of LT-PCS cases, the LT-PCS eligibility determination date shall be no more than 1 business day from the date of the initial or reassessment face-to-face assessment. In 100% of LT-PCS cases, the LT-PCS eligibility determination date shall be no more than 5 business days from the date of the initial or reassessment face-to-face assessment. 100% of decision notices shall be mailed within three business days of the LT-PCS eligibility determination date.

**B.3.f. Participate in Appeal Process for all LT-PCS Appeals**

Upon contractor’s receipt of notice of docketed LT-PCS appeal from the Division of Administrative Law, contractor shall prepare appeals packet which includes Summary of Evidence and all documentation necessary to uphold decisions made on LT-PCS cases. This includes denial decisions as well as the number of service hours approved for LT-PCS clients. Contractor shall send the appeals packet to the Division of Administrative Law within five business days of receipt of the notice of docketed LT-PCS appeal. The MDS-HC assessor who conducted the MDS-HC assessment must attend the hearing in person to provide testimony (rarely required) or provide testimony via conference call, whichever is required. OAAS will also be represented at the hearings.

Deliverable A: 100% of LT-PCS appeals packets shall be sent to the Division of Administrative Law within 5 business days of the contractor’s receipt of the notice of docketed LT-PCS appeal.

Deliverable B: In 95% of LT-PCS appeals heard by the Division of Administrative Law, the actual assessor who performed the MDS-HC assessment shall be available in person or via conference call to provide testimony at the appeal hearing.

**4. OUTCOME #4: Develop Plan of Care for LT-PCS Requestors**

Contractor shall develop a Person-Centered Plan of Care for all LT-PCS Requestors who meet eligibility requirements, utilizing OAAS protocols.

**B.4.a. Person-Centered Plan of Care**

Contractor will develop a person-centered Plan of Care for LT-PCS and LA-POP (when implemented) clients during face-to-face assessment visit. Contractor will provide a hardcopy of the plan of care to the client during the face-to-face in-home assessment.

Deliverable A: 95% of initial and annual plans of care shall be completed within one business day of the face-to-face assessment visit. 100% of plans of care shall be developed within 5 business days of the face-to-face assessment visit.

Deliverable B: 90% shall be revised within 10 business days of a change-in-condition assessment. 100% shall be revised within 15 business days of a change-in-condition assessment.

Deliverable C: Contractor will address all of the client's needs, as identified through the comprehensive assessment process, in the Plan of Care. The personalized plan will incorporate informal and other community supports. This may be verified by random OAAS audit.

**B.4.b. Provide LT-PCS client with choice of provider agency**

During face-to-face assessment and plan of care development visit, contractor will provide LT-PCS clients with a choice of service provider agency. Contractor will assist client in choosing service provider agency and contact selected agency by phone to confirm availability and start date of services. Contractor will document provider agency confirmation information into client file.

Deliverable: 100% of clients shall be given choice of service provider. 80% of confirmations are obtained during face-to-face visit. 90% of confirmations shall be obtained within five business days.

**B.4.c. Distribute Plan of Care for non-LA-POP and non-LT-PCS requestors**

Contractor shall send Plan of Care to Provider and Department Fiscal Intermediary and/or registry contractor.

Deliverable: 100% of Plans of Care will be mailed within three business days of telephone confirmation of services availability.

Contractor Reporting: Contractor shall record number, date and time of Personal Care Plans sent to providers, as well as the number, date and time of Personal Care Plans sent to fiscal agent and registry contractor. Tally shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.4.d. Distribute LA-POP Plan of Care (when LA-POP Implemented)**

For clients choosing LA-POP delivery option (when implemented), the contractor will provide completed Plan of Care to the client, the Financial Management Service (payroll) agency, and electronically provide it to the Medicaid fiscal agent and/or registry contractor. | The Plan of Care will be sent to the Registry contractor who will then issue a Prior Authorization for service.

Deliverables: 100% shall be mailed within two business days of receipt of Personal Supports Plan.

Contractor Reporting: Contractor shall record number, date and time of LA-POP Plans of Care sent to clients and/or registry contractor. Tally shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

#### **B.4.e. Periodic reassessments**

Contractor will perform periodic (annual/change) reassessment using the current authorized version of the MDS-HC and according to program rules. A periodic MDS-HC assessment will be conducted within a shorter time frame than annually if the client has had changes in condition. Periodic assessments which arise because of client-reported changes in supports or residence environment shall not require face-to-face interviews. The contractor shall be responsible for making the determination of whether a face-to-face interview is required based on application of OAAS protocol. The client shall be responsible for reporting changes to the contracted agency.

Deliverables: 100% of annual assessments must be completed within days 305-351 of current certification period. (See glossary item, Certification Period.) 90% of change-in-condition assessments shall be completed within 10 business days of identification of change.

#### **B.4.f. Phone follow-up to confirm service delivery upon start of services or upon change of provider**

Contractor will follow-up by phone with client to confirm services were initiated after issuance of Prior Authorization by registry contractor or Medicaid Fiscal Intermediary. If services were not started as scheduled, contractor will contact service provider to remedy problem, or work with client to choose another service provider to begin services. Contractor will inform Medicaid Fiscal Intermediary and/or registry contractor of changes in provider.

Deliverables: 90% of clients shall be contacted to confirm service delivery status within 2 business days of services start date.

Contractor Reporting: Contractor will record number, date and time of follow-ups for services initiation. Tally shall be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

### **5. Outcome #5: Internal Quality Management**

#### **B.5.a. Develop Written Operations Manual**

Contractor shall develop a written and electronic Operations Manual that describes the contractor procedures for the contractor activities.

Deliverable: Contractor will submit Operations Manual to OAAS within one month of the contract start date, for review and approval by OAAS. Contractor will cooperate with OAAS to develop and maintain the protocols and business rules designed for the LTC-AS.

Contractor Reporting: Contractor will submit the manual to OAAS for review and approval within one month of the contract start date. OAAS will review and will approve or provide

comments. If revisions are required, Contractor will have 5 business days to make revisions and to resubmit the manual to OAAS for approval.

**B.5.b. Quality assurance / quality improvement plan**

The contractor shall develop and implement an internal compliance and quality assurance/quality improvement plan.

Deliverable A: Contractor will submit the plan to OAAS within two months of the contract start date, for review and written approval by OAAS. If revisions are required, Contractor will have 5 business days to make revisions and to resubmit the plan to OAAS for approval.

Deliverable B: Contractor will update the plan, based on lessons learned, at least annually on the anniversary of the starting date of the contract, and submit to OAAS for review and approval. If revisions are required, Contractor will have 5 business days to make revisions and to resubmit the plan to OAAS for approval.

Contractor Reporting: Contractor will submit report of internal quality program findings and results to OAAS quarterly.

**B.5.c. Quality of assessments**

The contractor shall institute internal quality performance measures and valid sampling techniques to measure the accuracy, completeness and timeliness of MDS-HC assessments and will remediate findings of less than 100% compliance and demonstrate system improvement.

Deliverables: Contractor will examine a representative simple random sample utilizing a record review audit tool supplied or endorsed by OAAS to measure accuracy, completeness and timeliness of the MDS-HC assessments.

Contractor Reporting: Contractor will submit quarterly and annual reports to OAAS which will include findings of the representative sampling of the MDS-HC audits, how findings less than 100% were remediated and what system improvement actions were implemented to address performance. OAAS may audit the contractor assessment audits at will, and the contractor shall supply OAAS with any information required to facilitate this process.

**B.5.d. Quality of Medical Deterioration Reviews**

The contractor shall institute internal quality performance measures and valid sampling techniques to measure the accuracy, completeness and timeliness of Medical Deterioration reviews and will remediate findings of less than 100% compliance and demonstrate system improvement.

Deliverables: Contractor shall examine a representative simple random sample utilizing a record review audit tool supplied or endorsed by OAAS to measure accuracy, completeness and timeliness of the Medical Deterioration reviews.

Contractor Reporting: Contractor shall submit quarterly and annual reports to OAAS which will include findings of the representative sampling of the Medical Deterioration reviews, how findings less than 100% were remediated and what system improvement actions were implemented to address performance. OAAS may audit the contractor assessment audits at will, and the contractor shall supply OAAS with any information required to facilitate this process.

#### **B.5.e. Responsibility for Telephonic LOCET Monitoring**

The contractor shall institute internal quality performance measures and valid sampling techniques to measure the: 1) accuracy of information provided by LOCET Intake Specialists as they provide information to callers; 2) accuracy of LOCET scoring; and 3) general management of the phone interview. The contractor will remediate findings of less than 100% compliance and demonstrate system improvement.

Deliverable A: Contractor will monitor a representative simple random sample of telephone calls utilizing a telephone audit tool supplied or endorsed by OAAS to measure: 1) accuracy of information provided by LOCET Intake Specialists as they provide information to callers; 2) accuracy of LOCET scoring; and 3) general management of the phone interview.

Deliverable B: Contractor will provide Quality Management with third party listening and scoring LOCETs in the following percentages: 1) on 15% of new Intake Specialists' calls for first three months of work, 2) 3 to 5% for specialists who have conducted LOCET screenings for more than three months.

Contractor Reporting: Contractor will submit quarterly and annual reports to OAAS which will include findings of the representative sampling of LOCET Intake Specialist calls, show how findings less than 100% were remediated and what system improvement actions were implemented to address performance. OAAS may audit a sample of the contractor phone audits at will. The contractor shall supply OAAS with telephonic recordings of their audit sample upon request and any other information required to facilitate this process.

#### **B.5.f. Complaint and grievance process**

The contractor will respond to and work to resolve client complaints about LT-PCS program service delivery and service providers. The contractor will refer and work with the service agency to resolve complaints about provider agency workers. The contractor will work directly with the provider agency and the client to resolve complaints about the provider. If resolution is not possible, the contractor must refer the complaints to OAAS.

Deliverable A: Contractor will submit a complaint and grievance process to OAAS within 15 days of the contract start date.

Deliverable B: For client complaints concerning the contractor's staff regarding inappropriate conduct or conflict of interest, contractor must follow the complaint with a written report of the incident to the OAAS within 48 hours of the reported complaint.

Deliverable C: 100% of all client complaints concerning alleged neglect, abuse, exploitation, injuries of unknown origin, and/or misappropriation of client property will be handled according to state law. Contractor shall report such complaints to Adult Protective Services or Elderly Protective Services immediately upon discovery.

Contractor Reporting: Contractor shall track the quantity and type of complaints reported each month. Report shall be delivered to OAAS by the 10<sup>th</sup> of the month for the previous month's activity.

#### **B.5.g. Customer Satisfaction follow-up survey**

Contractor shall conduct an OAAS-approved client satisfaction follow-up survey using a simple random representative sample of clients. OAAS may mandate that certain questions shall be asked. Contractors may develop additional questions for its Quality Improvement purposes. The Contractor shall submit all surveys to OAAS for review and approval before implementation.

Deliverable: 90% of clients shall be satisfied or very satisfied with each stage/component for access services.

Reporting Requirement: The LTC-AS contractor shall submit a report of the consumer satisfaction surveys administered every 6 months.

#### **C. Additional Tasks**

As additional duties, OAAS may exercise the option of phasing in the following services during the term of the LT-PCS contract. The contractor must be able to implement the following:

1. **Client Monitoring.** This task shall involve expanding the functions of the LTC-AS assessors. Assessors are now responsible for face-to-face client assessment, program eligibility determination, and developing a plan of care for the eligible clients. OAAS may consider expanding those functions to include on-going client monitoring (monthly telephone contacts and quarterly client visits) as part of its quality management system. If OAAS decides to expand assessor duties, the Contractor will be required to contact clients each month by telephone and to visit on-site with clients on a quarterly basis. The purpose of these contacts shall be for the Contractor to verify that services are continuing as described in the client's current Plan of Care.

## 2. Client Monitoring with Fiscal Oversight for LA-POP Recipients

For those clients who chose LA-POP as the service delivery option, the contractor will verify that services are continuing as described in the current Plan of Care, and verify that the client or personal representative is successful with fiscal management of the service provider. The contractor will be required to contact clients on a monthly basis by telephone and to visit on-site with clients on a quarterly basis.

### **D. Turnover**

The Contractor shall comply with its OAAS-approved takeover/transition plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another vendor at the end of the contract's term. The takeover/ transition plan must include procedures that shall, at a minimum, comply with the following stipulations:

Upon completion of this contract, or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of this contract shall become the property of the Department;

In the event of contract termination, or as requested, the Contractor shall transfer all data and non-proprietary systems to the Department or new vendor within the agreed upon time frame;

Upon termination of contracted services, all equipment purchased under this agreement shall revert to the State. Do you expect there will be purchased equipment for this contract? If not, I'd take this out. The Contractor agrees to deliver any such equipment to the State within the pre-determined time frame.

The transfer of records, data and equipment shall be made within 30 calendar days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.

#### **1. Transfer of Software, Data and Materials**

At the end of the Contract, the Contractor will transfer ownership and possession of any data, software, or any data base purchased or developed under the Contract and any other materials or property deemed to be a product of this project to DHH, or a new Contractor as directed by DHH, within the timelines specified by DHH. The Contractor will be responsible for all costs related to transferring these assets to DHH or DHH's designee. All transferred data must be compliant with HIPAA requirements.

##### **a. Software and Source Code**



- i. The Contractor agrees that, free of any additional charges, all rights to software and source code or modifications thereof and documentation related to the design, development, and installation of programs related to the LTC-AS shall be the property of the State of Louisiana.
- ii. The parties acknowledge that other software which is not developed or designed by Contractor in whole or in part with state funds under this or any other prior agreement between the parties may be proprietary to the Contractor or third parties and that it may not be possible to convey such proprietary software to the Department. Contractor must notify the Department in writing of any claim that software is proprietary prior to use of such allegedly proprietary software in performance of this contract. When conveyance of title to the Department for software is required, the Contractor will convey to the State the maximum license rights permitted under any third party proprietary software license. Contractor will convey a perpetual, non-exclusive personal license to the Department for its use of the Contractor's proprietary software which the Department has approved for use in performance of the contract.

**b. Data and Materials**

- i. All relevant data and materials must be received and verified by DHH or DHH's designated Contractor. If DHH determines that not all data and material related to the Contract is transferred to DHH or the subsequent Contractor, as required, or that the data is not HIPAA compliant, DHH reserves the right to hire an independent Contractor to assist DHH in obtaining and transferring all the required data and to ensure that all the data is HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the Contractor.

**E. Staff Qualifications**

The contractor will provide sufficient numbers of staff with the requisite experience and training to perform the above listed functions in accordance with the specified performance criteria.

- i. Telephone specialists  
Telephone specialists (information and referral specialists) shall have a bachelor's degree in a human services field, at least one year of experience (prior to deadline to receive proposals) in working with older adults or persons with disabilities, and be trained on the use of the Level of Care Evaluation Tool (LOCET) as conducted by OAAS. The OAAS will provide initial LOCET training to the contractor. The contractor must establish its own ongoing, in-service training program to maintain and update competencies.
- ii. Client assessment specialists

Client assessment specialists shall have a bachelor's degree in a human services field or be a Licensed Registered Nurse (RN), have at least one year of experience (prior to deadline for receipt of proposals) in working with older adults or persons with disabilities, and be trained and certified by OAAS in use of the MDS-HC Version 2.0 assessment instrument. The OAAS will provide initial MDS-HC Version 2.0 training to the contractor. The contractor must establish its own ongoing, in-service training program based on state guidelines to maintain and update competencies.

- iii. Supervisor of client assessment specialists  
The supervisor of the client assessment specialists must have an RN degree, at least one year of experience (prior to deadline for receipt of proposals) in working with older adults or persons with disabilities, and at least two years of experience supervising human services professionals.
- iv. Management positions  
Staff assigned to other management positions, such as quality management and program compliance, must have a bachelor's degree and at least one year of experience (prior to deadline for receipt of proposals) in the human services field.
- v. Technical positions  
Staff assigned to positions such as data management and reporting, must have a bachelor's degree and one year of related experience (prior to deadline for receipt of proposals).

#### **F. Liquidated Damages**

The purpose of establishing and imposing liquidated damages is to provide a means for DHH to obtain the services and level of performance required for successful operation of this Contract.

DHH's failure to assess liquidated damages in one or more of the particular instances described here will in no event waive the right for DHH to assess additional liquidated or actual damages. DHH reserves the right to pursue recovery of actual losses resulting from the failure of the Contractor to perform, in addition to the specific liquidated damages noted. Should the Contractor fail to meet the requirements during the contract, DHH may assess liquidated damages against the Contractor in the amounts specified.

1. 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. Late submission of any required report - \$50 per working day, per report.
  - b. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
  - c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
  - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
  - e. For initial face-to-face assessments, DHH will pay 100% of the per assessment amount if the assessment is completed within two working days from initial contact (or from completion of LOCET) for clients in hospitals, or OAAS-referred Protective Services clients. For assessments completed from three to fourteen working days from initial contact (or completion of LOCET), DHH will withhold 25% of the per assessment amount.
  - f. For initial face-to-face assessments, DHH will pay 100% of the per assessment amount if the assessment is completed within ten working days from initial contact (or completion of LOCET) for all other Medicaid clients in community living situations or nursing facilities. For assessments completed from eleven to thirty working days from initial contact (or completion of LOCET), DHH will withhold 25% of the per assessment cost.
  - g. Late LOCET Decision Letters - Contractor will be assessed \$50.00 per day for each day beyond the 3<sup>rd</sup> day that a LOCET letter is not mailed out.
2. The following general provisions apply:
- a. Liquidated damages will start to accumulate immediately upon the Contractor's deficiency.
  - b. Liquidated damages shall stop accumulating upon written acceptance by DHH of Contractor's corrective action.

DHH must notify the Contractor in writing for any default specified herein, and such liquidated damages will be paid by the Contractor within 30 calendar days of DHH's written notice. DHH will have the right to deduct the amount of any liquidated damages assessed by DHH against the Contractor from amounts otherwise payable to the Contractor under the Contract. DHH will provide written notice ten days prior to the assessment of any liquidated damages. This notice will allow the opportunity for a written response to DHH within the ten-day period regarding any considerations that may be applicable to the liquidated damages being considered.

Except as noted otherwise, calendar day versus business day rules apply (business days are Monday-Friday not including holidays or weekends. Calendar days are everyday including holidays and weekends); and if a deficiency is corrected during the "cure period," then liquidated damages will not be assessed, which is intended to allow correction of the accuracy

and/or timelines deficiency without penalty. However, if a deficiency is not corrected during the specified “cure period”, then all liquidated damages from the start of the deficiency, including the “cure period”, may be assessed. The Contractor must be held accountable for providing all services and meeting all requirements defined by this RFP.

3. 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 the consumers;
  - e. The “good faith” exercised by the Contractor in attempting to stay in compliance.

DHH may assess a liquidated damage of up to \$500 per calendar day for each instance of Contractor breach of non-performance of a duty that is not explicitly identified in each outcome’s performance measures. The Contractor must report all instances of non-performance to DHH as soon as the non-performance issue is detected by submitting an initial incident summary report. The initial incident summary report must be submitted in writing and via e-mail (including text message, pager, and any other relevant form of communication as determined by DHH) to DHH within 24 hours of the incident. A detailed incident report must be submitted in writing and via e-mail to DHH within seven (7) calendar days of the incident.

## **G. 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. In the event fraud or abuse is detected, the contractor shall contact the Medicaid Fraud hotline at toll free (800) 488-2917 and/or the Adult Protective Services Hotline at (800) 898-4910 or (225) 342-9057.
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.

## **H. Technical Requirements**

OAAS is requiring that the LTC-AS contractor use several existing applications and data systems owned by OAAS or its contractors. The contractor must have capacity for real time connectivity to all DHH OAAS approved systems.

For any ancillary access system developed by the contractor for the purpose of internal work processes or quality assurance, the contractor must have the capacity to provide OAAS with

special ad hoc reports which will support OAAS in the development of budget and forecasting, internal and external quality indicators, quality management activities, and quality management reports for use by internal and external stakeholders. The contractor must seek prior approval of OAAS prior to implementing any changes.

Utilize the following software and data base systems, and others as required by OAAS:

- a. Electronic Medicaid Eligibility Verification System (EMEVS)
- b. OPTS for participant demographics and LOCET
- c. Telesys® for MDS HC
- d. OAAS Designated Automated Plan of Care Statewide long term care services and supports resources database which is obtained or developed and updated by the contractor.

The Contractor must maintain hardware and software compatible with current DHH requirements which 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.).

## **I. 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 the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates

that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

- a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
- b. 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.

#### **J. 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 Insurance

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.

**K. Resources Available to Contractor**

The Office of Aging and Adult Services 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.

**L. Contact Personnel**

All work performed by the contract will be monitored by the contract monitor:

Gina Rossi, LCSW, MHSA  
Department of Health and Hospitals  
Office of Aging and Adult Services  
Single Point of Entry Program Manager  
628 North 4<sup>th</sup> St., P.O. Box 2031  
Baton Rouge, LA 70821-2031  
Phone: 225-342-1981  
Email: [Gina.Rossi@LA.GOV](mailto:Gina.Rossi@LA.GOV)

**M. Term of Contract**

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be for a period of three years. There may be a possible extension for an additional 24 month period, however, all contracts extending beyond the original 36 months must be approved by the Joint Legislative Committee on the Budget (JLCB), or as authorized by applicable law. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

**N. Payment**

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Monthly payments will be based on the actual number of client assessments completed and their timeliness, and on administrative costs. Payment of invoices shall be subject to approval of OAAS.

This Request for Proposal will result in the execution of a performance-based contract. The Contractor will be paid on a monthly basis based on meeting the objectives and deliverables for all components required under the contract and achievement of key performance standards. A portion of the monthly payment to the contractor will be based on timely completion of client assessments. While the payment incentive is tied to the timely completion of the client assessment, the Department recognizes that other activities specified in Section II: Scope of Work, such as choice counseling, caregiver assessments and developing plans of care are also conducted during same the face-to-face visit. No extra payment will be made for these services, as they are included in the unit price for client assessment.

An annual 10% retainage will be established under the contract resulting from this RFP. These funds will be released on an annual basis on the (anniversary date of the contract start date) contingent upon satisfactory achievement of deliverables.

**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. 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.

**G. 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.

**H. Procurement Library/Resources Available To Proposer**

Relevant material related to this RFP will be posted at the following web address:  
LOCET User Intake Manual, Version 2.0, Release date 01/12/2010:  
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

SHARe Overview; Training Materials; Policy Documents; Forms:

<http://www.dhh.louisiana.gov/offices/page.asp?ID=105&Detail=9014>

Additional SHARe Information (added 10/01/2009):

<http://www.dhh.louisiana.gov/offices/publications.asp?ID=105&Detail=2586>

LT-PCS Provider Manual for Personal Care Services:

<http://www.lamedicaid.com/provweb1/manuals/manualsindex.htm>

#### **I. Proposal Submission**

1. 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. 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 4<sup>th</sup> 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

#### **J. Proprietary and/or Confidential Information**

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The 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.

#### **K. 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.

**L. Requested Proposal Outline:**

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

**M. 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 agency 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.
3. 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. All proposal pages should be clearly numbered.
5. 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 OAAS 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 with Full Time Personnel, 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 currently or formerly employed, position, title, and termination date (if applicable).
  - 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. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
  - iii. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date.
  - iv. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

#### 6. Work Plan/Project Execution

- a. 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:
  - b. 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.

- c. Provide a strategic overview including all elements to be provided.
- d. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
- e. Demonstrate an ability to hire staff with the necessary experience and skill sets defined in Section II E that will enable them to effectively meet the needs of consumers served.
  - i. Appropriate staff volume
  - ii. Written hiring procedure currently in use within proposer's organization
- f. 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.
- g. 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.
- h. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- i. Describe approach and strategy for project oversight and management.
- j. 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.
- k. Address proposed method of real time connectivity for purposes described in this RFP.
- l. Demonstrate an understanding of and ability to implement data collection as needed.
- m. 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. Include charts and graphs which reflect the work plan in detail.
- n. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.

- o. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables. Sample reports may be submitted.
- p. Identify all assumptions or constraints on tasks.
- q. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- r. If the proposer intends to subcontract for portions of the work, the proposer should identify the subcontractors and include specific designations of the tasks to be performed by the subcontractor.
- s. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- t. The Proposer should submit a takeover/transition plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another vendor at the end of the contract's term. The takeover/transition plan should include procedures that should, at a minimum, comply with the stipulations described in Section II D, Turnover.
- u. The proposer should indicate if any of the software proposed for use in the contract is proprietary.

#### 7. Call Center Location

The proposer should provide the actual physical location (street, town, state and zipcode address) of the call center that will be utilized to provide call center services described in the RFP. Failure to provide this information will result in the proposer losing ten points in the evaluation. In order to receive any points in this criterion, the proposer must not only provide the physical address of the call center, but must provide convincing evidence in the proposal that the proposer currently operates a call center at this location, and that this call center will be utilized to provide the services described in the RFP if proposer is chosen for award of the contract; or, if the proposer does not currently operate a call center at this location, the proposer must provide in the proposal a copy of an agreement with the call center owner, acknowledging that an agreement exists for this call center to be utilized in providing services described in the RFP. This agreement may be a contract between the proposer and the call center owner or may be a notarized letter of agreement between the proposer and call center owner.

#### 8. 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 prior to deadline to receive proposals, 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.

#### 9. 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.



- Where personnel have previously worked as a team on similar projects, résumé data should include responsibility and position within the team.
- 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.

#### 10. Additional Information

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

#### 11. Corporate Financial Condition

- a. The Corporate Financial Condition and the Cost and Pricing Analysis (number 12 below) should be placed in a sealed envelope separate from the remainder of the proposal. However, for mailing purposes, all packages may be shipped in one container.
- b. 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 given special emphasis.
- c. 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.

#### 12. 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. An item by item breakdown of costs **shall** be included in the proposal.
- b. Proposers **shall** submit the breakdown in the approved format as shown in the attached sample cost template form (See Attachment IV) for each year of the contract to demonstrate how cost was determined.
- c. The proposer **must** specify total costs for performance of tasks and all deliverables defined in Section II: Scope of Work, for each of the three years of the contract.

In the total **cost** proposal, proposers shall separate their total annual costs into two components, 1) costs for client assessments, and 2) administrative costs which are defined as all other costs (including intake, information and referral, level of care determination using LOCET, plan of care development, quality assurance, and establishment of necessary tracking and work flow systems). As a portion of the total cost bid, proposers will propose a fixed price for each face-to-face client assessment completed. This fixed price per assessment (unit) is the Standard Amount to be paid under the contract for each assessment, if the timeliness performance standard is achieved.

The Department estimates the number of face-to-face client assessments to be:

Year 1: July 2010 – June 2011 = 10,591

Year 2: July 2011 – June 2012 = 11,968

Year 3: July 2012 – June 2013 = 13,524

These estimates are based on current growth with an extra 5% built in for persons who may require multiple assessments within the year.

**All proposers shall use these numbers as the base for a per unit cost to propose a total cost for assessment services. For example, in Year One, 10,591 multiplied by a per unit proposed cost of \$150 will equal the total cost of assessments of \$1,588,650.**

The total proposal cost amount for each year will be the sum of the total amount for client assessments and the total amount for administrative costs.

- d. Proposer shall submit a separate cost and pricing analysis for the possible additional tasks described in Section II.C., which are Client Monitoring and Client Monitoring with Fiscal Oversight for LA-POP recipients.

#### **N. 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.
3. Scoring will be based on a possible total of 125 points, and the proposal with the highest total score will be recommended for award.

4. Cost Evaluation:

- a. The proposer with the lowest Grand Total Proposed Cost shall receive 20 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 20$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the cost points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- c. Additionally, 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 assistance with the evaluation of the additional 5 points.
- e. The proposer with the lowest Total Administrative Cost for additional Task #1 shall receive 5 points. The proposer with the lowest Total Administrative Cost for additional Task # 2 shall receive 5 points. Other proposers shall receive points for cost for these additional tasks based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 5$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

This formula will be used in the calculation of cost points for each of the additional tasks.

5. Evaluation Criteria and Assigned Weights:

<b>Evaluation Criteria</b>	<b>Point Total</b>
Introduction/Understanding of RFP	20
Work Plan/Project Execution	20
Call Center Location	10
Corporate Experience	10
Financial Statements	5
Qualifications of Personnel	15
Cost	35
Client Assessment and Administrative Costs (25)	
Task #1 Total Administrative Cost (5)	
Task #2 Total Administrative Cost (5)	
<b>Total</b>	<b>115</b>

**O. On-Site Presentations/Demonstrations**

1. The State, at its sole discretion, may require all proposers, reasonably susceptible of being selected for the award, to provide an oral presentation of how it proposes to meet the agency’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.
  
2. Proposers selected for on-site presentations/demonstrations should:
  - Provide a strategic overview of services to be provided,
  - Summarize major strengths,
  - Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes,
  - If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.
  
3. The review committee will evaluate the oral presentation based on the following: the proposer’s interpretation of the needs and objectives of the Office of Aging and Adult Services as related to this project and the proposer’s plan for project execution. Presentations should be no longer than one and one-half hours (including time for questions by the evaluation team). Presentations may be videotaped or otherwise recorded by OAAS. All Oral Presentations will be held according to the dates shown on the Schedule of Events. The RFP Coordinator will schedule each proposer’s Oral Presentation within the dates shown.
  
4. An additional 10 points may be awarded as a result of the on-site presentation/demonstration. These points will be awarded based upon the proposer’s demonstration of Understanding of RFP, Work Plan Execution, and Qualifications of Personnel. These points will be added to the initial point score to determine a final score.

**P. Announcement of Award**

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the

contract award. The Department will notify the successful proposer 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/Attachment II) 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:
  - 1. 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. Record Retention: The contractor will maintain all supplemental documentation submitted in reports for a period of four (4) years.
  - 3. 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.
  - 4. 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.
  - 5. 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 to the subject matter.

6. **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.
7. **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.
8. **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.
9. 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 Business Associate Addendum
- IV. Sample Cost Breakdown Template
- V. Approved Question Format
- VI. Activity Counts

CERTIFICATION STATEMENT ATTACHMENT I

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 quote is valid for at least 120 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 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](http://www.epls.gov))

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_





**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.
2. Contractor shall abide by the laws and regulations concerning confidentiality 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.



(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 with a 30 day written notice if DHH determines that contractor has violated any material term of this Addendum.

**ATTACHMENT IV  
Cost and Pricing Template**

PROPOSER:
ADDRESS: CITY, STATE, ZIP:

**Year 1 Proposed Administrative Cost**

		<b>A</b>	<b>B</b>	<b>C</b>
		<b>Cost for services</b>	<b>Additional Task #1 Client Monitoring</b>	<b>Additional Task #2 Client Monitoring with Fiscal Oversight Checkup for LA POP Recipients</b>
1	Direct Labor Cost (Salary and Wages)			
2	Direct Labor Overhead ERE (Employer Related Expenses)			
3	Administrative Labor Cost			
4	Administrative Labor ERE			
5	Contracted/Subcontracted/Consulting Staff			
6	Indirect Program Supplies			
7	Other Direct Cost			
	System Development (Specify system)			
	Education/outreach Materials			
	Call Center Expenditures			
	Travel			
8	Other Direct Cost (Specify)			
9	Other Direct Cost (Specify)			
10	<b>Total Administrative Cost</b>			

**Year 1 Cost Per Assessment**

11	Expected Volume for face-to-face assessments:	10,591
12	Per Assessment Cost	
13	Total Assessment Cost	



Year 2 Proposed Administrative Cost				
		A	B	C
		Cost for services	Additional Task #1 Client Monitoring	Additional Task #2 Client Monitoring with Fiscal Oversight Checkup for LA POP Recipients
1	Direct Labor Cost (Salary and Wages)			
2	Direct Labor Overhead ERE (Employer Related Expenses)			
3	Administrative Labor Cost			
4	Administrative Labor ERE			
5	Contracted/Subcontracted/Consulting Staff			
6	Indirect Program Supplies			
7	Other Direct Cost			
	System Development (Specify system)			
	Education/outreach Materials			
	Call Center Expenditures			
	Travel			
8	Other Direct Cost (Specify)			
9	Other Direct Cost (Specify)			
10	<b>Total Administrative Cost</b>			

**Year 2 Cost Per Assessment**

11	Expected Volume for face-to-face assessments:	11,968
12	Per Assessment Cost	
13	Total Assessment Cost	

Year 3 Proposed Administrative Cost				
		A	B	C
		Cost for services	Additional Task #1 Client Monitoring	Additional Task #2 Client Monitoring with Fiscal Oversight Checkup for LA POP Recipients
1	Direct Labor Cost (Salary and Wages)			
2	Direct Labor Overhead ERE (Employer Related Expenses)			
3	Administrative Labor Cost			
4	Administrative Labor ERE			
5	Contracted/Subcontracted/Consulting Staff			
6	Indirect Program Supplies			
7	Other Direct Cost			
	System Development (Specify system)			
	Education/outreach Materials			
	Call Center Expenditures			
	Travel			
8	Other Direct Cost (Specify)			
9	Other Direct Cost (Specify)			
10	<b>Total Administrative Cost</b>			

**Year 3 Cost Per Assessment**

11	Expected Volume for face-to-face assessments:	13,524
12	Per Assessment Cost	
13	Total Assessment Cost	

<b>TOTAL PROPOSED COSTS</b>		Sub Total All Years
YEAR 1 - TOTAL Administrative COST LINE 10A		
YEAR 2- TOTAL Administrative COST LINE 10A		
YEAR 3 - TOTAL Administrative COST LINE 10A		
		0
YEAR 1 - TOTAL Assessment COST LINE 13		
YEAR 2- TOTAL Assessment COST LINE 13		
YEAR 3 - TOTAL Assessment COST LINE 13		
		0
<b>Grand Total Proposed Cost</b>		0



ATTACHMENT VI: Activity Counts

Activity – 2008 Counts per year unless otherwise stated	DHH/OAAS Region								Total 8 Regions
	1	3	4	5	6	7	8	9	
Est. number of LT-PCS inbound calls	3650	1836	4869	1162	2176	2768	3678	2556	22,694
Est. number of Single Point of Entry inbound information calls	6653	3346	8876	2118	3967	5045	6704	4659	41,369
Est. number of LOCETs initiated for LTPCS/ADHC/EDA	2568	1323	3601	918	1800	2163	2805	1997	17,175
Est. number of LOCETs performed for LTPCS/ADHC/EDA	2489	1278	3528	881	1758	2112	2745	1951	19,505
Est. number of Statement of Medical Status letters sent	29	16	40	14	19	25	33	20	229
Est. no. of Medical Determination (imminent risk) letters sent	336	179	475	90	184	257	376	278	1896
Est. number of initial MDS-HC home visit assessments	915	373	1240	205	590	663	890	627	6369
Est. number of MDS-HC reassessments	503	319	1295	212	449	551	862	600	5676
Est. number of active care plans for LT-PCS only recipients	880	453	1971	316	761	917	1330	828	7456
Est. number of recipient provider changes	145	85	376	46	139	133	275	150	1664
Est. number of client appeals requiring contractor participation									211
Est. number of applications for NF admission (received by OAAS)	2381	1017	2533	1049	1747	3066	1860	1910	17,609

ATTACHMENT VI: Activity Counts

Activity – Jan. - Dec 2009	DHH/OAAS Region								Total 8 Regions
	1	3	4	5	6	7	8	9	
Est. number of inbound calls									145,103
Est. number of LOCETs initiated for LTPCS/ADHC/EDA	2628	965	3298	763	1243	2087	2390	1728	15,102
Est. number of LOCETs performed for LTPCS/ADHC/EDA	2587	945	3235	749	1227	2053	2349	1692	14,837
Est. no. of Medical Determination (imminent risk) letters sent	530	212	795	156	249	545	614	403	3504
Est. number of initial MDS-HC home visit assessments	948	283	1325	216	412	894	876	615	5569
Est. number of MDS-HC reassessments	737	308	1640	234	633	805	996	776	6129
Est. number of active care plans for LT-PCS only recipients (12/31/2009)	1004	397	2037	302	767	1051	1476	732	7766
Est. number of recipient provider changes	194	67	239	42	204	152	256	211	1365
Est. number of client appeals requiring contractor participation									410
Est. number of applications for NF admission (received by OAAS)	2229	953	2619	1212	1568	3210	1899	1728	15,418

ATTACHMENT VI: Activity Counts

Activity – Jan. - June 2010 Counts per 6 months, unless otherwise stated	DHH/OAAS Region								Total 8 Regions
	1	3	4	5	6	7	8	9	
Est. number of inbound calls									60,142
Est. number of LOCETs initiated for LTPCS/ADHC/EDA	1275	462	1697	423	614	1033	1128	826	7458
Est. number of LOCETs performed for LTPCS/ADHC/EDA	1248	456	1671	416	602	1012	1114	810	7329
Est. no. of Medical Determination (imminent risk) letters sent	286	74	386	75	109	252	275	155	1612
Est. number of initial MDS-HC home visit assessments	316	127	222	24	135	185	158	321	1488
Est. number of MDS-HC reassessments	403	187	763	156	414	407	622	485	3437
Est. number of active care plans for LT-PCS only recipients	1274	443	2439	330	852	1210	1665	791	9004
Est. number of recipient provider changes	116	23	203	35	65	153	153	98	846
Est. number of client appeals requiring contractor participation									257
Est. number of applications for NF admission (received by OAAS)	1512	557	1297	617	873	1734	1024	1025	8639

ATTACHMENT VI: Activity Counts

Total Recipients by Programs

	Region	Nursing Facilities**	Home & Community Based Services*		LTPCS	EDA Registry*	ADHC Registry*
			EDA	ADHC			
	1	2366	322	126	1274	2358	155
	3	1351	264	3	443	994	39
	4	3094	660	182	2439	3500	194
	5	1247	220	22	330	777	40
	6	1912	505	12	852	1532	43
	7	3240	389	68	1210	1991	117
	8	2132	611	17	1665	2598	81
	9	1574	511	53	791	1636	92
	Total	16,916	3482	483	9004	15,386	761
* HCBS & Registry counts are as of June 30, 2010							
Datasource: SRI SPA & WWL tables							
**NF counts based on June 2010 Claims by DOS\provider type = 80							