

REQUEST FOR PROPOSALS

**PRE-ADMISSION SCREENING AND RESIDENT REVIEW (PASRR)
SCREENING AND PAPERLESS WORKFLOW SYSTEM**

MEDICAL VENDOR ADMINISTRATION

LOUISIANA MEDICAID PROGRAM
DEPARTMENT OF HEALTH AND HOSPITALS

**RFP # 305PUR-DHHRFP-PASRR-MVA
Proposal Due Date/Time: June 10, 2011 4pm CDT**

Release Date: May 10, 2011

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GLOSSARY

142 Document- This is Louisiana Medicaid's standard form indicating medical certification and approval for nursing facility, intensive care facility, or home and community based services

CMS- Centers for Medicare and Medicaid Services; The federal agency charged with overseeing and approving states' implementation and administration of the Medicaid and Medicare programs.

COB - Close of Business (4:30 pm Central Time)

Contractor – Private entity whose response and cost proposal for this RFP is selected for completing the scope of work in a contract with the State of Louisiana

DD – Developmental Disability

DHH - Department of Health and Hospitals; The state agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. DHH is also referred to as "the Department" in this RFP.

FI- Fiscal Intermediary

HIPAA – Health Insurance Portability and Accountability Act

HMO - Health Maintenance Organization

IT- Information Technology

LOCET – Level of Care Eligibility Tool

Medicaid - A federally aided, but state operated and administered, program which provides medical benefits for the uninsured and under-insured in Louisiana.

MI- Mental Illness

MITA- Medicaid Information Technology Architecture

MMIS- Medicaid Management Information System; The claims processing and information retrieval system which includes files for all providers enrolled in the Medicaid program. This system is an organized system for claims payment for all Medicaid covered services and includes information on all Medicaid providers and enrollees.

MOA - Memorandum of Agreement

MOU – Memorandum of Understanding

Must - Denotes a mandatory requirement

MVA - Medical Vendor Administration. The administrative operation of DHH responsible for the Medicaid program.

NCQA- National Committee for Quality Assurance

NF- Nursing Facility

OAAS-Office of Aging and Adult Services

OBH- Office of Behavioral Health

OCDD-Office for Citizens with Developmental Disabilities

PASRR – Pre-Admission Screening and Resident Review

PHI- Protected Health Information

PPO- Preferred Provider Organization

Proposer– Entity or company seeking a contract to provide stated deliverables and services identified within a RFP document.

Provider - A person, group or agency that provides a covered Medicaid service to a Medicaid Enrollee.

RC – Related conditions to MR/DD

QA/QI- Quality Assurance/Quality Improvement

QAO- Quality Assurance Officer

QMHP – Qualified Mental Health Professional

QMRP – Qualified Mental Retardation Professional

Referral Source- Sending facility, hospital, MD, or family

RFP– Request for Proposal

RHC/FQHC- Rural Health Center/Federally Qualified Health Center

SFTP- Secure File Transfer Protocol

Shall- Denotes a mandatory requirement

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

TCP/ IP- Transmission Control Protocol (TCP) and the Internet Protocol (IP)

TDD/TTY- Telecommunication Device for the Deaf/Tele Typewriter

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 (MVA), 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. In 1965, the Federal health benefits program known as Medicaid was created with the passage of Title XIX of the Social Security Act. Since that time it has become the nation's major public financing program for healthcare coverage of uninsured, low-income families, and long-term care of low-income elderly and disabled people. Medicaid coverage groups include uninsured pregnant women and children, members of families with a dependent child, those who are disabled or blind and those aged 65 or older. Funded by both the Federal and State government, Medicaid covers a wide range of services. In Louisiana, Medicaid is administered by the Department of Health & Hospitals, Medical Vendor Administration.
5. The MVA, by combination of State and Federal funds, makes payment for medical services rendered by enrolled providers to Medicaid enrollees. The Program's benefits are designed to be in compliance with Title XIX of the Social Security Act of 1965. The MVA includes Medicaid of Louisiana (Title XIX) as authorized by the Social Security Act and amendments, State-funded medical categories authorized by the Louisiana Legislature and Licensing and Certification. Medicaid of Louisiana provides medically necessary care and services to:
 - a. Recipients of Aid to Families with Dependent Children;

- b. Recipients of Supplemental Security Income;
- c. Aged, Blind or Disabled Individuals eligible for medical assistance only;
- d. Children placed in foster care;
- e. Children eligible through the Division of Youth Services;
- f. Children voluntarily placed in child care institutions; and
- g. Refugees whose income and resources are insufficient to meet the cost of necessary medical services.

B. PURPOSE OF RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers to provide contractor services to fulfill the requirements of the Pre-Admission Screening and Resident Review (PASRR) program. The Contractor must perform any and all administrative duties of the PASRR program related to the digital consolidation of workflow, records, patient care records, screening results, and other records as required. The Contractor will oversee independent evaluations (either via record review or conducting face-to-face evaluation) to determine appropriateness of placement in a nursing facility (NF) with or without specialized services. The Contractor must additionally interface its proposed system with existing Louisiana DHH and Medicaid IT systems, the Level of Care Eligibility Tool in particular. Finally, the Contractor must have the capability of producing reports at the request of Louisiana DHH and Medicaid that demonstrate compliance with federally mandated PASRR requirements (42 C.F.R. 483.100 et seq.).
2. A contract is necessary to consolidate PASRR workflow between the Office of Adult and Aging Services (OAAS), the Office of Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), and the Medical Vendor Administration (MVA). Currently, Level I PASRR screenings are conducted through a variety of referrals to Louisiana Medicaid from families, physicians, health care entities, and other facilities. Louisiana Medicaid desires that the Contractor create a consolidated interface and paperless workflow system for referring entities to register PASRR Level I screenings with the State, determine which applicants require a Level II PASRR screen, and route the results to appropriate agencies. Level II PASRR screens, currently conducted by mental health/developmental disability (MH/DD) professionals engaged by the state, will also need to be conducted and consolidated by the Contractor, and integrated into the Contractor's proposed workflow process. Additionally, Louisiana Medicaid is interested in proposed solutions that recommend determinations pursuant to Level II screenings, allowing for efficient planning of and access to care. Finally, the Contractor must also conduct and consolidate Resident Review screenings into their proposed workflow process. At any time, reports demonstrating compliance with Federal Regulations CFR 42, Part 483 Subpart C (PASRR regulations) must be able to be produced by the Contractor.

3. The contractor shall also perform back-end functions to electronically notify Medicaid of the status of Nursing Facility admission requests. This work is currently conducted by the Office of Aging and Adult Services. The contractor will take the results of the Level of Care Eligibility Tool (conducted by the NF and/or by a separate contractor(s)), the Level I and Level II PASSR Screens and will inform Medicaid of the appropriate decision regarding NF admission for all applications for NF admission. The workflow must include information sufficient to allow Medicaid to start and stop Medicaid vendor payment to the facility.

C. INVITATION TO PROPOSE

DHH Medical Vendor Administration is inviting qualified proposers to submit proposals for services to provide consolidated IT and clinical PASRR 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:

Mary Norris
Medicaid Program Manager
Louisiana Department of Health and Hospitals
Medical Vendor Administration
Bienville Building
628 North 4th Street
Baton Rouge, LA 70821
Telephone 225-342-2768
FAX 225-376-4816
E-mail mary.norris@la.gov

2. This RFP is available in the PDF format at the following weblinks:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<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 requirements shall result in proposal disqualification.

E. PROPOSER INQUIRIES

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the

Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:

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

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 will not be held regarding this RFP.

G. SCHEDULE OF EVENTS

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	May 10, 2011
Deadline for Receipt of Written Questions	May 17 , 2011 4:00 pm CDT
Response to Written Questions	May 20 2011
Deadline for Receipt of Written Proposals	June 10 2011 4:00 pm CDT
Proposal Evaluation Begins	June 14, 2011
Contract Award Announced	June 23, 2011
Contract Negotiations Begin	June 24, 2011
Contract Begins	July 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://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

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

II. SCOPE OF WORK

A. PROJECT OVERVIEW

The PASRR (formerly PASARR) program's initial requirements went into effect following the Omnibus Budget Reconciliation act of 1987, with a final ruling in its requirements in 1993 by the Health Care Financing Administration (HCFA). The original intent of the program was to screen individuals with serious mental illness who had inappropriately been placed in NF's and were not receiving adequate care for their conditions. Prior to PASRR, some institutions used NF's as means of reducing overpopulation in facilities for the seriously mentally ill; PASRR policy goals are a direct reversal of this practice. PASRR additionally encompasses screening of individuals with Developmental Disabilities (DD's) for placement and access to care as residents in NF's. PASARR initially required an annual screening for all residents in NF's for Mental Illness (MI) and Developmental Disabilities (DD), but has since dropped this annual requirement in the Balanced Budget Amendment of 1996 and requires screening by facility participants in the state program when, "there is a significant change in physical or mental condition."

Participation and implementation of a state PASRR program is mandated for all state Medicaid programs, and is comprised of two Levels of Pre-Admission Screening (PAS) for MI or DD. A Level I PAS is comprised of screening individuals for any and all signs of MI/DD or related conditions (RC), typically done by hospitals or other health care entities performing a referral, and must be signed by a physician. A Level II PAS acknowledges the positive signs of a Level I PAS, and is used to gauge the presence of Serious Mental Illness (SMI) and/or the presence of a DD, the appropriateness of NF placement, and/or the need for "Specialized Services." There is a large degree of flexibility regarding the entity conducting Level I PAS's, as they are often conducted by either NF's, referring hospitals or doctors, or contracted health services agencies. Level II PAS's for DD and RC may be conducted by state agencies or their designated affiliates, including contractors. Federal statutes require, however, that Level II evaluations for MI must be completed by an entity other than the State Mental Health Authority (SMHA). In the case of Louisiana, the SMHA is the Office of Behavioral Health or OBH. All individuals that show signs of MI/DD/RC in a Level I PAS, and who do not have previous evaluation paperwork that can be used by the state to render a determination of follow-up care, must undergo a Level II PAS as coordinated by the OCDD and/or OBH office and conducted by a Contractor independent of SMHA. Level II evaluations must be conducted within a timely fashion for referral into resident services (NF). State agencies must render the determination for follow-up care following PASRR screening.

The contractor shall assist Louisiana Medicaid and its MVA in consolidating NF admission and PASRR records and workflow through a consolidated workflow interface that is fully compliant with Federal Medicaid law (42 C.F.R. 483.100 et seq.). The contractor will consolidate all required PASRR functions and documentation related to NF admission, PASRR screening, and implementation

of the federal PASRR regulations. This would be inclusive of necessary assessments, written evaluations, determination recommendations regarding placement and services, monitoring of the delivery of services, resident reviews, data tracking, recruitment and training of staff, the development of tracking databases, and representation of DHH and maintenance of records for denials and appeals, all as indicated within this RFP. However, the contractor will *not* conduct medical certification (nursing facility level of care) determinations. Those will be conducted separately and the contractor will access that information through interface with DHH/OAAS data systems.

B. DELIVERABLES

1. General Requirements

Contractor shall create a consolidated system for coordinating federally mandated PASRR screening efforts in keeping with these general requirements:

- a.** A consolidated interface shall be constructed that serves as a web-based gateway for receipt and processing of statewide nursing facility admission and Level I PASRR screening data. Activation of subsequent nursing facility admission and PASRR activities shall be a function of data entry in the consolidated interface.
- b.** Contractor shall provide services in both IT design of consolidated interface and consolidated system, and also PASRR Level II screening services themselves.
- c.** Contractor's proposed system shall be able to receive data regarding patient care from existing LOCET and ITS systems, and as necessary, transmit record update requests to these respective systems.
- d.** Pending oversight by and approval from Louisiana Medicaid and other appropriate agencies, Contractor shall make determinations for follow-up care subsequent to screening activities.
- e.** Contractor shall give express written consent that any and all Nursing facility admission and PASRR records stored in the proposed system remain the property of Louisiana Medicaid, and shall be surrendered upon request at any time.
- f.** Contractor shall suggest a methodology, but ultimately implement one of Louisiana Medicaid's own choosing, regarding the generation of evaluations and reports demonstrating compliance with CFR 42, Part 483 Subpart C, the federal regulation regarding PASRR.

2. Programmatic Requirements

The Contractor shall use any software design and mental health care methodologies necessary to consolidate and coordinate PASRR workflow in keeping with the following requirements:

- a.** Create and implement a consolidated interface web-enabled form gateway system that receives referral data related to a Level I PAS screen. This referral data will come in many forms related to the referring entity, but the Contractor must determine an appropriate, universal format for Level I Reports that captures any and all record information from the referring entity.
- b.** Interface with and integrate information from the LOCET system regarding NF applications. Contractor should specify the format and manner in which they wish to receive LOCET data, and how it will be incorporated into Contractor generated NF application packets (see II.B.1.c below).
- c.** Generate paperless consolidated Application Packets incorporating LOCET materials, Level I PAS screening records, and any other related materials provided by referring entity. Application packets should have unique identities within the Contractor's system, and shall be searchable at a minimum by their unique ID, the patient's ID, the referring entity, and the purview of related agencies.
- d.** Cross-reference Application Packets with the existing LOCET system to ascertain LOCET information related to application status; integrate updates from this system into Application Packets. This information will determine if the applicant has been screened for medical certification for nursing facility level of care and the results of that screening.
- e.** Cross-reference Application Packet with existing OAAS data to determine if the applying individual is exempted from screening due to previous admission to an NF. If exempt, Contractor should expedite admission to NF within the proposed consolidated system.
- f.** Contractor must make a recommended determination within the proposed consolidated system regarding positive results indicating MI/DD/RC in keeping with established best practices of mental health and developmental disability agencies. Determination decision must be submitted to OAAS via the Contractor's proposed system, and be accessible for case review by Louisiana Medicaid agency and/or its designee. Negative results of a Level I PAS shall result in issuance by the contractor of an expedited approval of the individuals' admission to the respective NF and respective Medicaid Parish Office, including the State's 142 document.

- g.** Contractor shall be familiar with dementia exceptions related to PASRR and NF admission. Determination decision must be submitted to OAAS within the proposed consolidated system regarding positive results for dementia in keeping with established best practices. Positive results of dementia from a Level I PAS shall result in issuance by the contractor of an expedited approval of the individuals' admission to the respective NF and respective Medicaid Parish Office.
- h.** In the event of positive results from a Level I PAS with no exemptions, Contractor must initiate a Level II PAS. Appropriate documentation must be integrated into the Application Packet, and submitted via the proposed Contractor system to the appropriate state agency: OCDD in the event of positive MI/DD/RC screens, OCDD in the event of DD/RC positive screens, and OBH in the event of MI only positive screens.
- i.** For those Application Packets routed to OCDD within the proposed system, Contractor must cross-reference the Application Packet within OCDD's Individual Tracking System (ITS). For individuals not already registered within the ITS system, information must be transmitted to ITS for their addition to the system (pending eligibility determination by OCDD), and the Application Packet referred to OCDD for internal processing requirements. The Contractor's staff psychologist must be available to conduct related psychological evaluation, if needed. New referrals to OCDD should also be considered for provisional admission to the NF pending further review, and their Application Packets expedited for a Level II PASRR within seven (7) days of provisional admission; the Contractor's proposed system must allow for this process. For those individuals who already have records on file with OCDD, and are not subject to provisional admission, the Contractor must:

 - i.** Determine if the applicant is approved for OCDD services by gathering data from the existing ITS system. If the applicant is not already registered within the ITS, the Contractor must route the Application Packet for a status review and entry into OCDD systems (pending eligibility determination by OCDD).
 - ii.** Upon notification of approval to participate in OCDD services, the Contractor must determine if a categorical determination (as defined in the CFR) is appropriate. If a categorical is rendered, the Contractor must expedite the PASRR process and the conducting of an abbreviated Level II PAS evaluation. If the individual does not display DD or related symptoms, the Level II screening process is terminated and the appropriate paperwork submitted to OCDD.
 - iii.** If an Application Packet is OCDD eligible, and a categorical determination is not rendered, the Contractor must provide a Level II PAS. The results of the screening shall be entered into the consolidated system where they are subject to Louisiana Medicaid

oversight to ensure compliance. Contractor shall make determinations regarding follow-up care related to the results of the Level II screening results.

- iv.** In the event of denial of entry into a Medicaid NF, the Contractor shall maintain documentation of the denial, issue denial paperwork to the original applicant along with required information regarding the appeal process. All related documentation must be stored within the proposed consolidated system, and if called upon, documentation must be produced for examination as a statement of evidence in the event of an appeal.
- j.** Upon referral to OCDD (in the case of DD/RC positive results from a Level I Screen), in conjunction with Level II screening, and where appropriate (categorical determinations excluded, for example), the Contractor must also make a determination regarding the provision of specialized services regarding the individual's Application Packet. If specialized services are recommended, the nature and scope of the services shall be integrated into the Application Packet with the accompanying PASRR screening results.
- k.** In the case of Level I PAS results that point to a positive MI status, the individual's Application Packet shall be referred to the Contractor for Level II PAS screening procedures; OBH shall be notified of the intent to conduct a Level II evaluation. Categorical determinations regarding the individual's plan of care should be ascertained at the outset of the evaluation process. If categorical determinations are determined by the Contractor to apply to the individual's Application Packet, the Contractor's system shall expedite admission to an NF, notify and refer records to OBH, and complete the State's related NF admission paperwork.
- l.** In the event that no independent psychological evaluation documentation is available that allows contractor to render a determination of care following a Level I PAS, and the Application Packet is not eligible for a categorical determination, the Contractor shall conduct a face-to-face Level II PAS, the results of which shall be integrated into the Application Packet.
- m.** Following a Level II PAS for MI, Contractor shall render a determination subject to State Medicaid oversight regarding individual placement in an NF. If the Contractor determines that admission to an NF is appropriate, the Contractor shall complete the State's related NF admission paperwork and also determine and make specific recommendations of specialized services. All documentation related to these determinations must be integrated into the individual's Application Packet.

- n. Following a Level II PAS wherein the Contractor determines that placement in an NF is not appropriate (subject to State Medicaid oversight), Contractor shall still ascertain if specialized services are appropriate, and if so, integrate a recommendation determination into the individual's Application Packet. All related documentation to this effect will remain in the Contractor's consolidated system for review by any State Medicaid agency or its designated affiliate, and the recommendation for specialized services communicated to the individual and their plan of care stakeholders.
- o. In the event of denial of entry into a Medicaid NF following a Level II PAS for MI (i.e., a positive result for MI), the Contractor shall maintain documentation of the denial, and issue denial paperwork to the original applicant along with required information regarding the appeal process. All related documentation must be stored within the proposed consolidated system, and if called upon, documentation must be produced for examination as a statement of evidence in the event of an appeal.
- p. Contractor shall make available, via its proposed consolidated workflow system, the ability for NF staff members to initiate a Resident Review (RR) following a noted Significant Change in Status in the individual patient. Upon receipt of a request for an RR via the consolidated interface, Contractor shall produce the means for and conduct a RR in keeping with established best practices for mental health, developmental disabilities, and caregiver professionals. RR results and a determination (subject to Louisiana Medicaid Oversight) shall be integrated into the original Application Packet of the individual; if no Application Packet exists, Contractor shall create one within the proposed consolidated system.
- q. As part of a RR, Contractor will additionally determine if specialized services are needed for the individual, integrating this information into the individual's Application Packet, and referring it to the respective recipient of screening results.
- r. Contractor shall produce a reporting feature that comprehensively demonstrates compliance with Federal PASRR Regulations as defined in CFR 42, Part 483 Subpart C. This reporting requirement shall be available on demand to Louisiana Medicaid via an administrative feature of the Contractor's proposed system, and make available data on all Application Packets and other consolidated interface activity for the entire period of the contract.
- s. Additional SQL reports will also be required by Louisiana Medicaid management on an ongoing basis as needed by program requirements.

- t. Contractor shall access the Medicaid Electronic Case Record (ECR) system to view Louisiana Forms 142 and 148 as they pertain to NF admission and PASRR activities; Contractor shall also enter Forms 142 and 148 submissions within the Medicaid ECR system.
- u. Contractor shall make recommendations for innovation, consolidation, centralization, patient services, and other suggestions for consideration within Louisiana Medicaid's PASRR best practices. The Contractor's system should utilize and/or consolidate the following existing PASRR Systems:
 - i. ITS (OCDD). The Individual Tracking System is used to maintain records of individuals coming into contact with the OCDD system. It is operated statewide out of eight regional offices, and uses a database backend to maintain records and offers basic reporting features.
 - ii. Telesys/LOCET (OAAS). The Telesys system is currently used to maintain a database of records on individuals who have come into contact with OAAS including but not limited to those applying for admission to a NF. Telesys records basic demographic information, and also information required for screening for nursing facility level of care prior to entry into an NF. The OAAS Participant Database/Level of Care Eligibility Tool, being developed by the University of Louisiana at Lafayette will be taking over much of the current operational capacity of Telesys. The Contractor will be required to integrate these case records into Application Packets routed through its consolidated system.
 - iii. ARLS (OAAS). ARLS is a legacy database that is not currently receiving new or updated records, but does contain patient information that is pertinent to Level I and II PASRR evaluations. Contractor shall be responsible for using or migrating ARLS data into its consolidated system.
 - iv. Paper Records (OCDD& OAAS). To date, a significant amount of paper records continue to be used at local and regional offices regarding individuals who have entered OCDD record-keeping systems. OAAS also continues to receive paper versions of the Level of Care Eligibility Tool (LOCETS) conducted by nursing facilities. These account for about one-half of all LOCETS. MVA prefers Contractor solutions where if appropriate, paper-records are digitally converted to an electronic format. This could be on an ad-hoc basis, or as a deliverable in its own right. All proposed solutions must make use of these records however.

- v. Provider Link (OBH). Provider Link serves as a virtual fax gateway by which records regarding individuals are broadcast and received by OBH. Document transfer histories are stored in Provider Link. Provider Link is accessed via the internet. While Louisiana Medicaid welcomes consolidation of this functionality into the proposed system, virtual fax capability must be maintained.
- vi. UTOPIA (OBH). The UTOPIA system maintains a more detailed database of records of individuals that have come into contact with OBH. This Windows application accesses a database through the internet and maintains patient records, history, geographic area, authorization and denials, and also generates detailed reports. Louisiana Medicaid welcomes consolidation of the functionality into the Contractor's proposed system.

3. Technical Requirements

In consideration of the technical approach advocated by the Contractor in their proposed consolidated interface that addresses the programmatic needs of this RFP, the following requirements shall be adhered to:

- a. The Contractor shall be responsible for acquiring and maintaining necessary hardware, software, and network resources to support the requirements of this RFP.
- b. The Contractor shall adhere to all State and Federal regulations and guidelines, as well as industry standards and best practices, for information systems, data exchange, and any functions necessary to fulfill the requirements of this RFP.
- c. The Contractor shall be responsible for all initial and recurring costs required for access to DHH system(s), as well as DHH access to the Contractor's system(s). These costs include, but are not limited to, hardware, software, licensing, authority/permission to utilize any patents, annual maintenance, support, and connectivity with DHH and the Fiscal Intermediary.
- d. The Contractor shall have the capability to securely transfer or exchange data with DHH, in the requested formats, within the timelines approved by the Department and specified in this RFP. The Contractor shall have the capability to interface with existing and future systems, such as the planned implementation of a new Fiscal Intermediary.
- e. The Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 with regards to any websites exposed to the public. All websites available for public access must be in compliance with Section 508 of the Rehabilitation Act of 1973 prior to publication. The Department will

maintain ownership rights to all Internet registered domains for all websites exposed to the public.

- f.** The Contractor shall develop, test and maintain Disaster Recovery and Business Continuity Plan (DR/BCP) and procedures to allow them to continue to deliver essential business functions despite damage, loss or disruption of information technology due to the unexpected occurrence of a natural or man-made emergency or disaster.
 - i.** The DR/BCP must be submitted to DHH for approval prior to contract start date. The plans should include: Risk Assessment, Business Impact Analysis, Alignment to Business Strategy, Alignment to Business Continuity Strategy, and Testing and Updating Plans.
- g.** The Contractor shall provide online documentation of system(s) to be delivered upon implementation, within thirty (30) days of a major change, or as requested by the Department.
- h.** The Contractor shall ensure the system(s) will be available twenty-four (24) hours, seven (7) days a week. Maintenance and down time shall be scheduled and approved by the Department. All unscheduled downtime must be reported to DHH immediately, with stated corrective action and workarounds.
- i.** The Contractor shall provide DHH staff with real time access to the system(s) and shall incur all of the related costs.
- j.** Contractor's proposed system shall have the ability to accept multiple file formats of information and integrate into Application Packets, including but not limited to the following file formats: PDF, DOC, DOCX, JPG, GIF, XLS, TXT (ASCII), and RTF.
- k.** Consolidated web interface shall be cross-compatible across all major browser type versions at time of release of RFP, including, but not limited to, Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, and Google Chrome.
- l.** Contractor shall have the ability to receive data regarding Application Packets from existing Louisiana Medicaid and PASRR related systems in the form of web services, and shall similarly make available web services for data consumption to the same respective entities in collaboration with Louisiana Medicaid and its designated affiliates.
- m.** Contractor shall ensure any web services developed as a result of this RFP shall be available for use by DHH as well as other Louisiana State Agencies at no additional costs to the Department.

4. Performance Requirements

During FY10, there were approximately 17,000 nursing home admissions. Of these 17,000 admissions, approximately 1,300 were positive for preliminary signs of MI/DD/RC, 1,000 for MI, and 300 for DD (not intended as an indicator for contract minimum). During a Level 1 PAS, Contractor is responsible for entering the results of both the LOCET (Level of Care Eligibility) tool and the PASRR Level 1 screening, and integrating the outcomes into the Application Packet. The following constraints must be observed by the Contractor:

- a.** 90% of all nursing home applications will be processed (approved or denied) by contractor within 24 hours of receipt, and the results entered into the consolidated interface for review by MVA.
- b.** The standard acceptable timeframe for a Level II PASRR shall be two (2) days, while 100% of Level II PASRR's will be processed within four (4) days of their initiation, regardless of whether or not a face-to-face was required. 'Processed' for these situations means a determination is made whether the nursing home placement is appropriate and if specialized services are required. Level I and II PASRR screenings must be complete prior to nursing homes admission.

During FY10 there were approximately 20 appeals involving nursing homes denials. With respect to appeals, the following constraints must be observed:

- a.** Contractor is responsible to serve as expert witness with audit logs on behalf of DHH throughout the appeal process, preparing a summary of evidence (SOE) in accordance with the format required by the appeals hearing entity, and the Contractor will have a qualified representative present at all appeals.
- b.** Contractor will write a comprehensive response to the appeal, and serve as an expert witness for DHH in 100% of cases with no infractions per the Louisiana Appeals Bureau guidelines.

With respect to staff training and oversight activities, the following constraint must be observed:

- a.** Contractor will develop and provide a manual outlining its implementation of the PASRR program's policies and procedures within fourteen days of contract execution to provide assurances that CMS policies are being followed.

5. Staffing Requirements/Qualifications

a. Contractor Staff National Background Check

- i. All temporary, permanent, subcontracted, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must have a national criminal background check within the twelve months prior to starting work on the contract. The results shall include all felony convictions and shall be submitted to DHH for review prior to the staff's start of work on the contract.
- ii. Any employee with a background unacceptable to DHH must be prohibited from working on this contract or immediately removed from the project by the Contractor. Examples of felony convictions that are unacceptable include, but are not limited to, those convictions that represent a potential risk to the security of data systems and/or Protected Health Information (PHI), potential for healthcare fraud, or pose a risk to the safety of Department employees.
- iii. The national criminal background checks must also be performed every two (2) years for all temporary, permanent, subcontracted, part-time and full-time Contractor staff working on this contract beginning with the 25th month following contract affective date. The Contractor will be responsible for all costs to conduct the criminal background checks.
- iv. The Contractor shall provide the results of the background checks, in a report upon its completion, to DHH on only those employees currently employed on the contract. The format of the report shall be approved by DHH and shall include all copies of background checks as an appendix to the report.
- v. The Contractor must ensure that all entities or individuals, whether defined as "Key Personnel" or not, performing services under this contract are not "Ineligible Persons" to participate in the Federal health care programs or in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the Department of Health and Human Services/ Office of Inspector General List of Excluded Individuals/Entities (available via the internet at <http://www.oig.hhs.gov>) and the General Services Administration's List of Parties Excluded from Federal Programs (available via the Internet at <http://www.epls.gov>).
- vi. All temporary, permanent, subcontract, part-time and full-time Contractor staff working on this contract must complete an annual statement that includes an acknowledgement of confidentiality

requirements and a declaration as to whether the individual has been convicted of a felony crime or has been determined an “Ineligible Person” to participate in Federal healthcare programs or in Federal procurement or non-procurement programs.

- vii. The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to DHH, indicating if the staff stated they were free of convictions or ineligibility referenced above.
- viii. If the Contractor has actual notice that any temporary, permanent, subcontract, part-time, or full-time Contractor staff has become an “Ineligible Person” the Contractor shall remove said personnel immediately from any work related to this contract and notify DHH on the same date the notice of a conviction or ineligibility is received. For felony convictions, DHH will determine if the individual should be removed from the contract project permanently.

6. Record keeping requirements

Contractor must maintain records of Application Packets for the duration of the contract. All records, Application Packets, as well as any and all forms of data related to PASRR program operations, shall remain the exclusive property of Louisiana Medicaid, and shall be made available to Louisiana Medicaid at any time. MVA prefers proposed solutions that house data within existing Louisiana Medicaid systems.

7. Reporting Requirements

Reports defined and approved by Louisiana Medicaid to be generated by the Contractor shall meet all State and Federal reporting requirements. The needs of Louisiana Medicaid, the MVA, and other appropriate agencies for planning, monitoring and evaluation shall be taken into account when developing report formats and compiling data. The Contractor may be asked to produce reports in cooperation with other Federal and/or State agencies upon request of Louisiana Medicaid at any time. The Contractor shall submit monthly reports to designated DHH representative by the tenth (10th) calendar day of the month following the reporting month. Any weekly reports shall be submitted by the Wednesday following the end of the reporting week. Reports to be generated are not limited to those listed below and may include additional categories as required for State and Federal reports or as described in the Scope of Work.

The Contractor must have the capacity to generate standard reports, including:

- a. Annual Report of Telephone Review Statistics

- b.** Annual Report of On-site Review Statistics
- c.** Annual Report of On-site Turnaround
- d.** Annual Detail Report of Persons in Need of Specialized Services
- e.** Monthly and Annual Detail Report of Nursing Home Admission and Level I reviews
- f.** Monthly and Annual Detail Report of Level II Reviews
- g.** Semi-Annual and Annual Quality Assurance Report
- h.** Ad-hoc reports as requested by the Department

In addition to the above mentioned standard reports, the Contractor must provide reports detailing, at a minimum:

- a.** Clients referred for Level II MI/DD/RC evaluations
- b.** Clients determined not to have MI/DD/RC, therefore not requiring a Level II evaluation
- c.** MI/DD/RC clients authorized nursing facility placement + specialized service
- d.** MI clients authorized NF placement without specialized service
- e.** MI/DD/RC clients denied NF placement
- f.** MI clients, according to NF location, with and without SS recommendation
- g.** MI clients recommended for and receiving specialized services
- h.** MI clients recommended for but refused specialized services
- i.** MI/DD/RC clients deceased
- j.** MI clients recommended for but not receiving specialized services
- k.** MI clients receiving specialized service by provider type (eg, MHC, Partial day, MHR, NF provider, other)
- l.** MI/DD/RC Appeals
- m.** MI/DD/RC appeals upheld
- n.** MI/DD/RC appeals overturned
- o.** MI/DD/RC clients tracked (as percentage of population)

PASRR reports must be available to both OBH and OCDD. PASRR reports must also be provided by the contractor to designated DHH personnel on a quarterly and annual basis. Contractor system must be capable of running reports by date range and identify client name, DOB and SSN. OBH should be able to access the system and run reports independent of the contractor.

The content and format of all reports must be defined and approved in writing by Louisiana Medicaid prior to system activation. Additionally, all reports will include dates work was completed, date nursing home admission was approved, and specialized services rendered.

8. Transition Plan

The contractor shall:

- a. Develop a Transition Plan to facilitate a smooth transition of the contracted functions from the contractor at the end of the contract period, back to the Department and to another Contractor designated by the State. The final Department approved plan shall be due no later than 10 days from execution of the new contract.
- b. 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.
- c. Upon termination of contracted services, all equipment purchased under this agreement shall revert to the Department. The Contractor agrees to deliver any such equipment to the Department within the pre-determined time frame.
- d. The transition/takeover plans must be adhered to within thirty (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.

C. Liquidated Damages

- 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. Unexpected (excludes specifically communicated routine maintenance) unavailability of consolidated interface- \$500 per calendar day system is unavailable; "day" is a minimum of two hours of unavailability.
 - f. Failure to complete Level II PASRR evaluation in less than four days from receipt of Level I PASRR evaluation positive for MI/DD/RC - \$40 per day, beginning on fifth day; exceptions may be made where paper records are involved and with adequate communication beforehand from Contractor.

2. The decision to impose liquidated damages may 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.

D. Fraud and Abuse

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

E. 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.

F. 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 Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

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

5. Licensed and Non-Licensed Motor Vehicles

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

G. Resources Available to Contractor

DHH-MVA 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.

H. Contact Personnel

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

Mary Norris
Medicaid Program Manager
Louisiana Department of Health and Hospitals
Medical Vendor Administration
Bienville Building
628 North 4th Street
Baton Rouge, LA 70821
Telephone 225-342-2768
FAX 225-376-4816
E-mail mary.norris@la.gov

I. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

J. Payment

The contractor shall submit deliverables in accordance with established timelines. IT services and administration costs shall be submitted via monthly invoices in accordance with a schedule defined during contract negotiations. Psychological consulting invoices, based on the contractor's proposed capitation

rate and the extent to which this service is engaged by the state, shall also be submitted monthly. Payment of invoices is subject to approval of Louisiana Medicaid and its designated affiliate.

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. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

D. 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.

E. Award Without Discussion

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

F. 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.

G. 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

H. Errors and Omissions

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

I. Ownership of Proposal

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

J. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted at the following web address:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

K. 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 (flash drive or cd) and eight (8) 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 Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 4th Street, 5th Floor
Baton Rouge, LA 70802

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

L. Proprietary and/or Confidential Information

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. The Contractor shall identify in their proposal all systems which are considered to be proprietary.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or

disclose data obtained from any source, including the proposer, without restrictions.”

4. Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - “REDACTED COPY”. The redacted copy should also state which sections or information has been removed.”
7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

M. Proposal Format

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

N. Requested Proposal Outline:

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

O. Proposal Content

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

will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
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.
 - a. Proposers **shall** submit, with its response to this RFP, 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. The takeover/ transition plan **must** include procedures that shall, at a minimum, comply with the following stipulations:
 - i. Upon completion of the contract or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of the contract shall become the property of the Department.
 - ii. 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.
 - iii. Upon termination of the contracted services, all equipment purchased under this agreement shall revert to the State. The Contractor agrees to deliver any such equipment to the State within the pre-determined time frame.
 - b. The takeover/transition plan must be adhered to 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.

4. Introduction/Administrative Data

- a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH, Louisiana Medicaid, Medical Vendor Administration, and PASRR stakeholders 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 employed, position, title, termination date, and social security number;
 - vii.** If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii.** Proposer's state and federal tax identification numbers.
- d.** The following information **must** be included in the proposal:

 - i.** Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment II).

5. Work Plan/Project Execution

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

- a.** Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration with other entities as appropriate.
- b.** Provide a strategic overview including all elements to be provided.

- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h. Demonstrate an understanding of and ability to implement data collection as needed, particularly from LOCET, ITS, and other Louisiana Medicaid designees.
- i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- l. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- o. 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.

6. Relevant Corporate Experience

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

7. Key Personnel

To submit a responsive proposal, **THE PROPOSER SHALL** describe a staffing plan for the PASRR Program that includes at a minimum:

- a. The identification of a Project Manager who will be responsible for implementing and managing PASRR program activities and monitoring and ensuring the performance of duties and obligations under the resultant contract.
- b. A preliminary plan to obtain the services of a PASRR Program Psychiatrist who is board certified or board eligible by the American Board of Psychiatry and Neurology to make final recommendations and determinations for PASRR in cases requiring psychiatric consultation.
- c. A preliminary plan to obtain the services of a PASRR Program Psychologist who is licensed to practice in Louisiana, with appropriate background in DD, and to make final recommendations and determinations for PASRR in cases involving psychological consultation.
- d. A plan to ensure that Level II Evaluations for PASRR are performed by licensed Clinical Social Workers who have background in both medical and psychiatric social work settings totaling at least three 3 years of experience, QMHP's holding a Master's Degree in a mental health related field with Louisiana licensure and 3 years experience in a mental health setting, or QMRP's holding a Master's Degree in a mental retardation related field with Louisiana licensure and 3 years of related experience.

- e. The identity of key positions that will be responsible for the operation and success of PASRR, including job descriptions for proposed key positions and resumes for key personnel proposed to fill the key positions; and
- f. A description of the contract-related experience, credentials, education and training, and work experience required in job descriptions for proposed key positions and in the resumes for key personnel proposed to fill the key positions and include:
 - 1. Experience with Proposer,
 - 2. Experience working in this type of activity or similar to performed in another State and percentage of time dedicated to PASRR,
 - 3. Education, experience, and training relevant to the requirements of the RFP, and
 - 4. Names, positions, titles, and telephone numbers of persons able to provide information concerning the persons' experience and competence.
- g. Resumes for key personnel proposed to fill the key positions should be limited to two (2) pages per resume. Resumes for key personnel proposed to fill the key positions and job descriptions for proposed key positions are not included in the page limitation of this section. Proposers should incorporate resumes and job descriptions into an appropriately tabbed section of the binder sequentially following the previous "Proposer shall" item.
- h. If the key positions identified are not currently established and/or filled, proposer **must** include a detailed description and timeline of the steps to be taken by the Proposer to establish and fill the key positions before the anticipated start of the resultant contract period.
- i. **Job Personnel and Tasks**
To submit a responsive proposal, **THE PROPOSER SHALL:**

Describe the relationship between specific personnel for whom resumes have been submitted (or job descriptions for proposed key positions) and the specific tasks and assignments proposed to accomplish the Scope of Services; (See Section IV-C) and a justification of the individual's function based on the individual's competence including the Proposer's:
 - Procedures to secure and retain professional staff to meet the resultant contract requirements,

- Method to evaluate personnel performance,
- Absolute numbers and disciplines of dedicated staff,
- System for tracking licensure status of subcontracted personnel,
- Describe credentials and educational background of clinical reviewers, and
- If applicable, develop preliminary plans for recruitment of subcontractors to complete required face-to-face evaluations. Subcontractors are bound to the terms and conditions of the contract awarded to the Resultant Contractor including any limitation on the use or disclosure of protected health information and the safeguarding or protected health information.

j. Staff Training

1. The Contractor shall train its Staff and subcontractors and ensure that all are sufficiently trained and knowledgeable regarding all aspects of PASRR to competently perform the tasks required in the RFP.
2. To submit a responsive proposal, **THE PROPOSER SHALL:**
Describe a comprehensive training plan to ensure that Staff and subcontractors are trained to comply with contract deliverables.

k. Provider Training

1. The Contractor shall train nursing homes, hospitals and physician staff regarding aspects of the PASRR process.
2. To submit a responsive proposal, **THE PROPOSER SHALL:**
Describe a comprehensive training plan to ensure that nursing homes, hospitals and physician offices Staff and subcontractors are trained to comply with PASRR process.

8. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of policies and procedures manuals, inclusive of organizational standards, employee expectations, consumer rights, and ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available. Proposers should also include, if available, samples of any and all reports to be produced to be examined by the Department.

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the

contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

10. Cost and Pricing Analysis

- a. Proposer **shall** specify costs for two distinctive portions of this contract. The first portion are those costs related to the administration of the Louisiana Medicaid PASRR program with a custom developed Information Technology solution, including programming services, requirements gathering, business process analysis, hardware requirements, hosting, training, maintenance, and any and all other direct costs thereto related. It is expected that during the first year of this contract, a large percentage of costs will be related to software development activities for creating the IT infrastructure necessary for program administration; it is expected that IT costs for years 2 and 3 will be comprised nearly exclusively of hosting, maintenance, and training (if necessary).
- b. The second portion is the submission of a capitation rate for clinical consulting, performed on an as needed basis to satisfy the requirements for screening and resident review as defined in PASRR CFR and state requirements in Section 2. Cost proposals **shall** separately address clinical consultations that require face to face interviews and those which require record review. Proposals **shall** be all inclusive of anticipated costs, including but not limited to: travel, evaluation time, interviews with client and/or others and the write up of findings and recommendations as required by federal regulations.
- c. Contractors **SHALL** submit cost proposals that meet the criteria of these two portions.
- d. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined.

P. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.

3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

4. Cost Evaluation:

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

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

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

c. The proposer with the lowest total capitation cost for all three years shall receive 10 points. Other proposers shall receive points for this cost based upon the following formula:

$$CPS = (LPC/PC) * 10$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

d. The assignment of the 10 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

e. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.

f. The DHH Deputy Undersecretary may provide information to the Proposal Review committee in its evaluation of the additional 5 points.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP – Clearly developed narrative within proposal that demonstrates comprehension of scope of	15

work and detailed understanding of state and federal PASRR processes	
Work Plan/Project Execution – Technical and programmatic details that address the needs addressed in the Statement of Work.	20
Corporate Experience – Direct prior experience with PASRR programs	10
Qualification of Personnel – Relevant experience of key personnel in executing the project plan	10
Financial Statements	5
Cost of IT operations and administration of PASRR component of Louisiana Medicaid; reasonableness of cost	30
Capitation Cost for psychological consulting for conducting screenings and reviews	10
Total	100

Q. 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 III) 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. Force Majeure:** The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 - 3. Order of Precedence:** The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 - 4. Entire Agreement:** This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
 - 5. Board Resolution/Signature Authority:** The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
 - 6. Warranty to Comply with State and Federal Regulations:** The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
 - 7. Warranty of Removal of Conflict of Interest:** The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the

Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

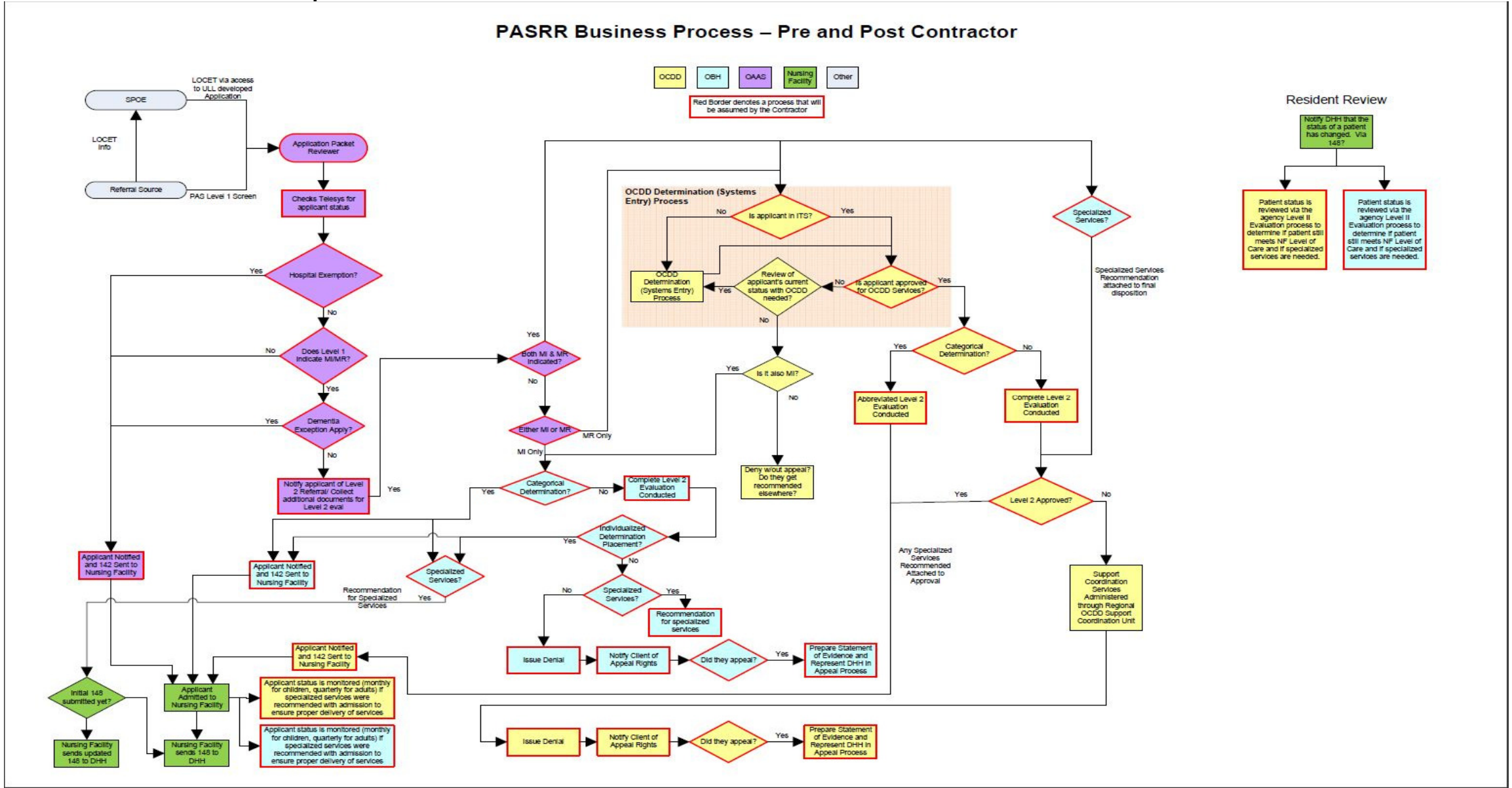
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor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

ATTACHMENTS:

- I. **Current and Proposed PASRR Business Process**
- II. **Certification Statement**
- III. **DHH Standard Contract Form (CF-1)**
- IV. **HIPAA BAA**
- V. **Sample Cost Breakdown Template**

Attachment I - Current and Proposed PASRR Business Process

PASRR Business Process – Pre and Post Contractor



CERTIFICATION STATEMENT

ATTACHMENT II

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 5 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).

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

**CFMS:
DHH:
AGENCY #**

**CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)		5) Federal Employer Tax ID# or Social Security # (11 digits)	
2) Street Address		6) Parish(es) Served	
City and State	Zip Code	7) License or Certification #	
3) Telephone Number		8) Contractor Status	
4) Mailing Address (if different)		Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No	
City and State	Zip Code	8a) CFDA#(Federal Grant #)	

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

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

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
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 if DHH determines that contractor has violated any material term of this Addendum.

