



REQUEST FOR PROPOSALS

for

Home & Community-Based Services Data Management and
Electronic Visit Verification Services

NAME OF PROGRAM: Medical Vendor Administration

RFP #: 3000016353

Proposal Due Date/Time: July 13, 2021 11:59 p.m. CST

Release Date: May 6, 2021

1. TABLE OF CONTENTS

1.0	ADMINISTRATIVE and GENERAL INFORMATION.....	1
1.1.	<i>Purpose.....</i>	<i>1</i>
1.2.	<i>Louisiana Department of Health</i>	<i>1</i>
1.3.	<i>Louisiana Medicaid Program.....</i>	<i>1</i>
1.4.	<i>Goals and Objectives</i>	<i>2</i>
1.5.	<i>Term of Contract</i>	<i>3</i>
1.6.	<i>Acronyms and Terminology.....</i>	<i>3</i>
1.7.	<i>Schedule of Events.....</i>	<i>13</i>
1.8.	<i>Electronic Proposal Submittal – Technical and Cost Proposals</i>	<i>14</i>
1.9.	<i>Legibility/Clarity</i>	<i>15</i>
1.10.	<i>Qualifications for Proposer.....</i>	<i>15</i>
1.10.1.	<i>Mandatory Qualifications.....</i>	<i>15</i>
1.10.2.	<i>Desirable Qualifications.....</i>	<i>15</i>
1.11.	<i>Proposal Response Format.....</i>	<i>15</i>
1.11.1.	<i>Cover Letter</i>	<i>15</i>
1.11.2.	<i>Table of Contents</i>	<i>16</i>
1.11.3.	<i>Executive Summary</i>	<i>16</i>
1.11.4.	<i>Overall Qualifications and Timeliness</i>	<i>17</i>
1.11.5.	<i>Statement of Compliance</i>	<i>17</i>
1.11.6.	<i>Company Background and Experience</i>	<i>17</i>
1.11.7.	<i>Organization</i>	<i>17</i>
1.11.8.	<i>Key Personnel and Proposed Staff Qualifications</i>	<i>18</i>
1.11.9.	<i>APPROACH AND METHODOLOGY</i>	<i>19</i>
1.11.10.	<i>Innovative Concepts</i>	<i>21</i>
1.11.11.	<i>Project Work Plan.....</i>	<i>21</i>
1.11.12.	<i>Additional Information</i>	<i>22</i>
1.11.13.	<i>Cost Proposal.....</i>	<i>22</i>
1.11.14.	<i>Certification Statement</i>	<i>22</i>
1.11.15.	<i>Outsourcing of Key Internal Controls</i>	<i>22</i>
1.12.	<i>Confidential Information, Trade Secrets, and Proprietary Information</i>	<i>22</i>
1.13.	<i>Proposal Clarifications Prior to Submittal</i>	<i>24</i>
1.13.1.	<i>Pre-proposal Conference.....</i>	<i>24</i>
1.13.2.	<i>Proposer Inquiries</i>	<i>24</i>
1.14.	<i>Procurement Library/Resources Available to Proposer</i>	<i>25</i>
1.15.	<i>Blackout Period</i>	<i>25</i>
1.16.	<i>Errors and Omissions in Proposal</i>	<i>26</i>
1.17.	<i>Changes, Addenda, Withdrawals</i>	<i>26</i>
1.18.	<i>Withdrawal of Proposal</i>	<i>26</i>

1.19.	<i>Waiver of Administrative Informalities</i>	26
1.20.	<i>Proposal Rejection/RFP Cancellation</i>	26
1.21.	<i>Ownership of Proposal</i>	27
1.22.	<i>Cost of Offer Preparation</i>	27
1.23.	<i>Taxes</i>	27
1.24.	<i>Determination of Responsibility</i>	27
1.25.	<i>Use of SubContractors.....</i>	28
1.26.	<i>Written or Oral Discussions/Presentations</i>	28
1.27.	<i>Acceptance of Proposal Content</i>	29
1.28.	<i>Evaluation and Selection</i>	29
1.29.	<i>Best and Final Offers</i>	29
1.30.	<i>Contract Award and Execution.....</i>	29
1.31.	<i>Notice of Intent to Award.....</i>	29
1.32.	<i>Right to Prohibit Award.....</i>	30
1.33.	<i>Insurance Requirements for Contractors.....</i>	30
1.33.1.	Contractor's Insurance	30
1.33.2.	Minimum Scope and Limits of Insurance	31
1.33.2.1.	Workers Compensation	31
1.33.2.2.	Commercial General Liability	31
1.33.2.3.	Professional Liability (Errors and Omissions)	32
1.33.2.4.	Automobile Liability	32
1.33.2.5.	Cyber Liability.....	32
1.33.3.	Deductibles and Self-Insured Retentions	32
1.33.4.	INSURANCE COVERING SPECIAL HAZARDS.....	32
1.33.5.	Other Insurance Provisions	32
1.33.5.1.	Commercial General Liability, Automobile Liability, and Cyber Liability Coverages	33
1.33.5.2.	Workers Compensation and Employers Liability Coverage	33
1.33.5.3.	All Coverages.....	33
1.33.6.	Acceptability of Insurers.....	33
1.33.7.	Verification of Coverage	33
1.33.8.	SubContractors.....	34
1.33.9.	Workers Compensation Indemnity	34
1.34.	<i>Duty To Defend.....</i>	34
1.35.	<i>Liability and Indemnification.....</i>	34
1.35.1.	Contractor Liability	34
1.35.2.	Force Majeure	35
1.35.3.	Indemnification	35
1.35.4.	Intellectual Property Indemnification	35
1.36.	<i>Payment</i>	36
1.37.	<i>Electronic Vendor Payment Solutions.....</i>	36

1.38.	<i>Termination</i>	36
1.38.1.	Termination of the Contract for Cause.....	36
1.38.2.	Termination of the Contract for Convenience	37
1.38.3.	Termination for Non-Appropriation of Funds	37
1.39.	<i>Assignment</i>	37
1.40.	<i>Right to Audit</i>	37
1.41.	<i>Civil Rights Compliance</i>	37
1.42.	<i>Record Ownership</i>	38
1.43.	<i>Entire Agreement/ Order of Precedence</i>	38
1.44.	<i>Contract Modifications</i>	38
1.45.	<i>Substitution of Personnel</i>	38
1.46.	<i>Governing Law</i>	38
1.47.	<i>Claims or Controversies</i>	38
1.48.	<i>Code of Ethics</i>	39
1.49.	<i>Corporate Requirements</i>	39
1.50.	<i>Prohibition of Discriminatory Boycotts of Israel</i>	39
1.51.	<i>SECURITY</i>	39
1.51.1.	CYBERSECURITY TRAINING	40
1.52.	<i>Software and Ownership Rights (45 CFR §95.617)</i>	40
1.53.	<i>Intangible Property and Copyrights (45 CFR §75.322)</i>	40
2.0	SCOPE OF WORK/ SERVICES	42
2.1.	<i>Prior Authorization Services</i>	42
2.1.1.	General Prior Authorization - OCDD Services.....	42
2.1.2.	General Prior Authorization - OAAS and OCDD Services.....	42
2.2.	<i>Post Authorization Activities</i>	43
2.2.1.	General Post Authorization Analysis Components-All Waivers	44
2.3.	<i>Data Management</i>	45
2.3.1.	Reporting.....	45
2.3.2.	Waiver Assurances Reporting.....	45
2.3.3.	Money Follows the Person (MFP) Transition Management	45
2.3.4.	MFP Transition/Enrollment Process.....	45
2.3.4.1.	Contractor Responsibilities	45
2.3.4.2.	LDH Responsibilities	46
2.3.5.	Electronic Plan of Care (EPOC)	46
2.3.6.	Case Management System for 1915(c) wAIVERS	46
2.4.	<i>Request for Services RegiStry</i>	47
2.4.1.	Contractor Responsibilities	47

2.4.2.	Developmental Disabilities Request for Services Registry – Office for Citizens with Developmental Disabilities (OCDD)	48
2.4.2.1.	Additions to the DD RFSR	48
2.4.2.2.	Re-opens on the DD RFSR	48
2.4.2.3.	Tracking and Assignment of Screening for Urgency of Need (SUN) Assessments	48
2.4.2.4.	Required Periodic Screening	48
2.4.2.5.	Tracking Statement(s) of Approval (SOA)	48
2.4.2.6.	Validation	49
2.4.2.7.	Waiver Offers	49
2.4.2.8.	Closures on the DD RFSR	49
2.4.2.9.	Data Updates on the DD RFSR	49
2.4.2.10.	Tracking/Identification OF Chisholm CLASS Members (as related to DD RFSR)	49
2.4.2.11.	OCDD Reports and Communications for the DD RFSR	49
2.4.3.	Community Choices Waiver and Adult Day Health Care Waiver Request for Services Registries for the Office of Aging and Adult Services	50
2.4.3.1.	Additions to the CCW and ADHC Waiver RFSRs	50
2.4.3.2.	Validation	50
2.4.3.3.	Waiver Offers	50
2.4.3.4.	Data Updates on the CCW and ADHC Waiver RFSRs	51
2.4.3.5.	Closures on the CCW and ADHC Waiver RFSRs	52
2.4.3.6.	Re-opening RFSR Files	52
2.4.3.7.	OAAS Reports and Communications for the CCW and ADHC Waiver RFSRs	52
2.4.4.	Request for Services Registry for the ACT 421 Children’s Medicaid Option	53
2.5.	<i>Chisholm Class and Case Management Requirements</i>	53
2.5.1.	ChisHolm Class Data Tracking and Reporting	53
2.5.2.	Separation from Chisholm Class	53
2.5.3.	EPSDT Case Management	54
2.5.4.	EPSDT Electronic Plan of Care	54
2.5.5.	EPSDT prior authorization Tracking Log	57
2.5.6.	EPSDT Service Log	58
2.5.7.	EPSDT Case Management Training	59
2.6.	<i>Electronic Visit Verification</i>	59
2.6.1.	EVV Data Aggregator Requirements	60
2.6.2.	EVV Service Audits	61
2.6.3.	Other EVV Requirements	62
2.7.	<i>General/Other Requirements</i>	62
2.7.1.	Change Orders and Amendments	62
2.7.2.	User Training	63
2.7.3.	Technical Support Helpdesk	63
2.7.4.	Communications Dashboard	63
2.7.5.	Local Office	63
2.7.6.	Required Meetings	63
2.8.	<i>Technical Requirements</i>	64
2.9.	<i>Transition Plan</i>	65
2.10.	<i>Turnover Plan</i>	65

3.0	EVALUATION	66
3.1.	<i>Evaluation Criteria and Assigned Weights</i>	<i>66</i>
3.2.	<i>Cost Evaluation.....</i>	<i>66</i>
3.3.	<i>Veteran and Hudson Initiative Programs Participation.....</i>	<i>66</i>
4.0	PERFORMANCE STANDARDS	68
4.1.	<i>Performance StaNdards and liquidated damages</i>	<i>68</i>
4.2.	<i>Actual Damages</i>	<i>69</i>
4.3.	<i>Performance Measures/Evaluation:.....</i>	<i>69</i>
4.4.	<i>Veteran and Hudson Initiative Programs Reporting Requirements</i>	<i>69</i>
	Attachment A: Louisiana Veteran/ Hudson Initiative Programs	70
	Attachment B: Certification Statement.....	72
	Attachment C: Sample Contract (LDH-CF1) Rev. 2019-08-07	74
	Attachment D: HIPAA Business Associate Addendum (Revised June 2016)	80
	Attachment E: Electronic Vendor Payment Solution	83
	Attachment F: Cost PROPOSAL TEMPLATE.....	84
	Attachment G: Enterprise Architecture Integration Requirements for Enterprise/ Statewide Systems	85
	Attachment H: SIMS Interface File	91
	Attachment I: Waiver Performance Measures	99
	Attachment J: OCDD EPOC – Universal Plan of Care.....	101
	Attachment K: MFP Reports and Data Elements	103
	Attachment L: EVV Provider Response File	109
	Attachment M: OAAS Support Coordination Contact Documentation	111
	Attachment N: OCDD Support Coordination Contact Documentation.....	113
	Attachment O: Support Coordinator Waiver Monitoring Requirements	115
	Attachment P: Reporting	125
	Attachment Q: Registry File Data Elements	132
	Attachment R: EPSDT Electronic Plan of Care Reports List and Data Elements.....	134

Attachment S: EVV Policy Rules	140
Attachment T: System Development Requirements	142
Attachment U: EVV Data Bridge Elements	145
Attachment V: Information Security Requirements	150
Attachment W: Data Exchange Requirements for LTC Access Contractor and Data Management Contractor	158

1.0 ADMINISTRATIVE AND GENERAL INFORMATION

1.1. PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers to perform services in support of Louisiana’s Home and Community-Based Services (HCBS) programs, administered by the Louisiana Department of Health (LDH). The State is looking for a single vendor to assume HCBS support related services and functions, including, but not limited to, (1) prior and post authorizing services, (2) maintaining the Request For Services Registries (RFSRs) and making Waiver offers free of conflict and based on pre-approved criteria, (3) providing and maintaining an Electronic Visit Verification (EVV) system, (4) data collection, maintenance, and support of inter-related data systems, and (5) developing and maintaining standard reports and creating ad hoc reports that are needed by the LDH.

LDH is soliciting competitive proposals from qualified Proposers for the procurement of a system for HCBS Data Management and EVV services. The State recognizes the various development and deployment approaches to this project: Software as a Service (SaaS), custom software development, commercial-off-the-shelf (COTS), or some combination of these approaches. This RFP allows for any or all of these approaches to be proposed.

The solicitation includes contractor services to configure the system, assist with transition from the current operational systems, fully test the new system, train end users and administrators, implement and support the operational system at established service levels, and transition to LDH or its designee at the end of the contract.

Proposers are required to submit a single proposal containing an approach to support each component in Section 2. Scope of Work/Services. Proposers should address how they will execute all activities and provide all resources necessary to assist the State with installation of a complete HCBS Data Management and EVV solution.

1.2. LOUISIANA DEPARTMENT OF HEALTH

The mission of LDH is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of the services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of the Bureau of Health Services Financing (BHSF), Office for Citizens with Developmental Disabilities (OCDD), Office of Behavioral Health (OBH), Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these program offices perform the primary functions and duties assigned to LDH.

1.3. LOUISIANA MEDICAID PROGRAM

Medicaid is the public assistance program that finances primary and preventative health care coverage for low-income families, and long-term care to low-income seniors and persons with disabilities. Medicaid is funded by both the federal and State governments and covers a wide range of services including physician, hospital, nursing home, and HCBS.

LDH is the single State agency designated to administer or supervise the administration of the State's Medicaid program, in accordance with federal regulations set forth by the Centers for Medicare and Medicaid Services (CMS). BHSF is the Agency within LDH that is responsible for administering the Medicaid program including, but not limited to, determining the following: 1. eligibility policy and criteria, service coverage, and payment policies; 2. ensuring the State's health care programs maximize federal funding to finance health care services for the indigent; 3. developing effective methods for managing the utilization of health care services and the cost of care in the State's programs; and 4. analyzing existing health care financing policies to ensure that they promote efficient, effective, and economical provisions of care.

Waivers authorized under §1915(c) of the Social Security Act (Act) permit states to furnish an array of HCBS that assist Recipients with living in the community and avoiding institutionalization. The State has broad discretion to design its Waiver programs to address the needs of the target population. Waiver services complement and/or supplement the services that are available to Participants through the State Plan and other federal, State, and local public programs as well as providing support to families and communities.

To ensure compliance with federal requirements, the Medicaid Program Support and Waivers (MPSW) section within BHSF oversees the administration of all Waiver and State Plan HCBS programs, which are operated by OCDD and OAAS. Additionally, MPSW oversees administration of the CSoc waiver that the Office of Behavioral Health (OBH) operates.

OCDD oversees operations performed by Local Governing Entities (LGEs), also known as Human Services Districts, for the following Waivers for individuals with developmental disabilities:

- Children's Choice (CC) Waiver
- New Opportunities Waiver (NOW)
- Residential Options Waiver (ROW)
- Supports Waiver (SW)

OAAS, through its regional offices, operates the following Waivers and State Plan programs for the elderly and/or individuals with adult-onset disabilities:

- Adult Day Health Care (ADHC) Waiver
- Community Choices Waiver (CCW)
- Long Term-Personal Care Services (LT-PCS)
- Program of All-Inclusive Care for the Elderly (PACE)

1.4. GOALS AND OBJECTIVES

BHSF desires to procure a configurable system that provides and manages a Prior and Post Authorization system for HCBS; a RFSR system for applicable Waiver programs; comprehensive data management and reporting capabilities; and an EVV system that follows the EVV Open Vendor Model. BHSF desires to meet, at a minimum, the following objectives by awarding a contract to provide HCBS Data Management and EVV services to a qualified vendor:

- Appropriately prior and post authorize HCBS in accordance with LDH business rules and CMS regulations;
- Successfully meet all data collection, tracking, maintenance, and reporting requirements of the Department;
- Create and maintain RFSRs that ensure Waiver Slots are allocated in accordance with LDH business rules and approved Waiver applications;
- Ensure all required data tracking and reporting requirements mandated for Chisholm Class Members (CCM) are met as outlined in Section 2. Scope of Work/Services; and
- Deliver an EVV system that is compliant with the 21st Century Cures Act, is user-friendly, and supports the Department’s goal of good stewardship of public resources by identifying and reducing fraud, waste, and abuse in HCBS.

1.5. TERM OF CONTRACT

The term of any contract resulting from this RFP shall begin on or near the date approximated in Section 1.8 Schedule of Events. LDH reserves the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, LDH reserves the right to exercise an option to extend the contract for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval required by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend the contract beyond the initial thirty-six (36) month term. The total contract term, with extensions, shall not exceed sixty (60) months. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

No contract/amendment shall be valid, nor shall LDH be bound by the contract/amendment, until it has first been approved in writing by CMS, executed by the head of the Agency, or his designee, and the Contractor, and has been approved in writing by the director of OSP.

1.6. ACRONYMS AND TERMINOLOGY

Terminology/ Acronym	Definition
21st Century Cures Act	United States law enacted by Congress and signed into law on December 13, 2016 part of which requires all states to implement an Electronic Visit Verification (EVV) system for Medicaid-funded personal care services and home health care services.
ACT 421 Children’s Medicaid Option (421-CMO)	A demonstration project authorized under §1115 of the Social Security Act (SSA) through which the State furnishes Medicaid benefits to children 18 years and younger with disabilities who are otherwise ineligible for such benefits, because the income of their household exceeds State-established limits for Medicaid eligibility.
Activities of Daily Living	Routine tasks that individuals must carry out every day to take care of themselves, these activities refer to physical tasks like bathing, walking, etc.

Terminology/ Acronym	Definition
Adult Day Health Care (ADHC) Waiver	A Waiver that provides certain HCBS to Recipients sixty-five (65) years of age and older and Recipients ages twenty-two (22) through sixty-four (64) with physical disabilities who may otherwise require care in a nursing facility.
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, corporation, or other organizational unit of the executive branch of State government authorized to participate in any contract resulting from this solicitation.
Aging Report	A report that tracks the number of days between a Participant's linkage to a Waiver through certification of the Waiver Slot.
Amyotrophic Lateral Sclerosis (ALS)	A progressive neurological disorder which results in weakened muscles and deformity.
APIGW	API Gateway
APM	Application Performance Monitoring
Appeal	An administrative hearing to determine if a service request was properly denied.
Application Programming Interface (API)	An interface implemented by a software program that enables it to interact with other software.
Applied Behavioral Analysis (ABA)	The design, implementation, and evaluation of environmental modification using behavioral stimuli and consequences to produce socially significant improvements in human behavior. This includes direct observation, measurement, and functional analysis of the relations between environment and behavior. ABA-based therapy services teach skills through the use of behavioral observation and reinforcement, or prompting, to teach each step of target behavior.
BHSF	Bureau of Health Services Financing—commonly known as the State Medicaid agency.
Blocked Services	Unit(s) of service that did not meet the payment criteria outlined in LDH's business rules and are not released for the provider to bill the Fiscal Intermediary (FI).
BRE	Business Rules Engine
Business Day	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding State designated holidays.
Calendar Day	All seven (7) days of the week. Unless otherwise specified, the term "day" in this RFP refers to Calendar Days.
Can	Denotes an advisory or permissible action.
Case Management	Services provided to eligible Recipients to assist them in gaining access to the full range of needed services including medical, social, educational, and other support services.
Centers for Medicare and Medicaid Services (CMS)	The organizational unit within the United States Department of Health and Human Services that provides administration and funding for the Medicaid program.

Terminology/ Acronym	Definition
Children’s Choice (CC) Waiver	A Waiver that provides certain HCBS to Recipients from birth through twenty (20) years of age who may otherwise require care in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID).
Chisholm Class Member (CCM)	Recipients ages three (3) to twenty-one (21) who are on the Developmentally Disabled Request for Services Registry.
Chronic Needs	A determination made by Prior Authorization staff that the condition of a Recipient ages three (3) through twenty (20) relative to a particular service is ongoing and is not likely to change.
Commercial Off-the-Shelf (COTS)	Proprietary software products that are ready-made and available for sale to the general public at established catalog or market prices.
Community Choices Waiver (CCW)	A Waiver that provides certain HCBS to Recipients sixty-five (65) years of age and older and Recipients ages twenty-two (22) through sixty-four (64) with physical disabilities who may otherwise require care in a nursing facility.
Community Psychiatric Support and Treatment (CPST)	A comprehensive service that focuses on reducing the disability resulting from mental illness, restoring functional skills of daily living, building natural supports, and solution oriented interventions intended to achieve identified goals or objectives as set forth in the individualized treatment plan. CPST is a face to face intervention with the individual present; however family or other collaterals may also be involved. Most contacts occur in community locations where the person lives, works, attends school and/or socializes.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Coordinated System of Care Waiver (CSoc)	A 1915(c) program focused on responding to the needs of young people who have significant behavioral health challenges who are in or at imminent risk of out-of-home placement, and their families; a collaborative effort among families, youth, the Department of Children and Family Services (DCFS), the Louisiana Department of Education (LDOE), the Louisiana Department of Health (LDH), and the Office of Juvenile Justice (OJJ).
COP	Choice of Provider
Daily Time Schedule	A component of the Plan of Care (POC), this form is submitted by the Support Coordinator to indicate the typical service schedule of the individual receiving Waiver services.
Data Management	Collecting, compiling, analyzing, and aggregating data for performance of the following functions; Reporting, Money Follows the Person management, electronic plan of care, and case management system.
Department	Louisiana Department of Health

Terminology/ Acronym	Definition
Developmental Disability (DD)	A severe, chronic disability of a person that is attributable to an intellectual or physical impairment or combination of intellectual and physical impairments that is manifested before the person reaches the age of twenty-two (22), is likely to continue indefinitely, and results in substantial functional limitations.
Direct Service Provider	A Medicaid enrolled Home and Community-Based Services provider agency that employs Direct Service Workers.
Direct Service Worker (DSW)	An unlicensed person who provides personal care of other services and supports to persons with disabilities or to the elderly to enhance their well-being, and who is involved in face-to-face direct contact with the person. Functions performed may include, but are not limited to, assistance and training activities of daily living, personal care services, and job-related supports.
Discussions	A formal, structured means of conducting written or oral communication/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
Durable Medical Equipment (DME)	Equipment furnished by a supplier or a home health agency that meets the following conditions: (1) Can withstand repeated use. (2) Has an expected life of at least three (3) years. (3) Is primarily and customarily used to serve a medical purpose. (4) Generally is not useful to an individual in the absence of an illness or injury. (5) Is appropriate for use in the home.
DWH	Data Warehouse
EA	Enterprise Architecture
Early and Periodic Screening, Diagnostic and Treatment (EPSDT)	Screening and diagnostic services to determine physical or mental defects in Recipients under age twenty-one (21); and health care, treatment, and other measures to correct or ameliorate any defects and chronic conditions discovered.
EDMS	Electronic Document Management System
Electronic Plan of Care (EPOC)	System that provides a convenient, centralized template that enables Support Coordinators and Direct Service Providers to manage utilization of authorized Units.
Electronic Visit Verification (EVV)	A system under which service visits are electronically verified with respect to (i) the type of service performed; (ii) the individual receiving the service; (iii) the date of the service; (iv) the location of service delivery; (v) the individual providing the service; and (vi) the time the service begins and ends.
Environmental Accessibility Adaptations (EAA)	Physical adaptations to the home environment to reasonably assure the health and welfare of the Participant, or enable the Participant to function with greater independence in the home.

Terminology/ Acronym	Definition
Environmental Modifications (EMOD)	Internal and external physical adaptations to the home, which are necessary to ensure the health, welfare and safety of the Participant. These modifications enable the Participant to function with greater independence and prevent institutionalization.
EPSDT Case Management	Outreach, information sharing, and other administrative roles that support the delivery of services required under EPSDT.
ESB	Enterprise Service Bus
EVV Open Vendor Model	The State contracts with a single EVV vendor or builds their own EVV system, but allow providers and MCOs to use other vendors.
Extended Home Health (EHH)	Skilled nursing services provided in the home to a Recipient under twenty-one (21) years of age for more than three (3) hours a day.
FEA	Fiscal Employer Agent
Fee-For-Service (FFS)	A method of provider reimbursement based on payments for specific services rendered.
Fiscal Intermediary (FI)	Contractor responsible for an array of support services including Medicaid Management Information Systems (MMIS) development and support, claims processing, pharmacy support services, provider support services, financial and accounting systems, Prior Authorization (for non-HCBS services) and utilization management, fraud and abuse systems, and decision support.
Freedom of Choice	The process that allows a Recipient the choice between institutional or Home and Community-Based Services and to review all available Support Coordination and service provider agencies in order to freely select agencies of his/her choice. Freedom of Choice is verified by the Freedom of Choice Form.
GPS – Global Positioning System	A navigational system using satellite signals to fix the location of a receiver on or above the earth's surface. The GPS is used to identify the location of a direct support worker when clocking in and clocking out for service delivery.
HIPAA	Health Insurance Portability and Accountability Act
Home and Community-Based Services (HCBS)	Services provided to Recipients in their own home or community rather than institutions or other isolated settings. These programs serve a variety of targeted population groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.
Home Health Care Services (HHCS)	Skilled nursing services, home health aide services, Extended Home Health, Physical Therapy, Occupational Therapy, Speech Therapy, including audiology services, and Durable Medical Equipment provided to a Recipient in any setting in which normal life activities take place, other than a hospital, nursing facility, ICF/IID, or other setting in which payment is or could be made under Medicaid for inpatient services that include room and board.
IAM/SSO	Identity and Access Management/Single Sign On

Terminology/ Acronym	Definition
ICF/IID	Intermediate Care Facility for Individuals with Intellectual Disabilities
Individualized Education Program (IEP)	A written plan/program developed by the school's special education team, with input from the parents, and specifies the student's academic goals and the method to obtain these goals.
Instrumental Activities of Daily Living	Activities that require more complex thinking skills, including organizational skills.
Internal Control Number (ICN)	A unique claim identifier generated by the FI.
JLCB	Joint Legislative Committee on the Budget
LDH	Louisiana Department of Health
LED	Louisiana Department of Economic Development
Liquidated Damages (LD)	Monetary penalties that may be assessed whenever the Contractor and/or its Subcontractors fail to achieve certain performance standards and other requirements defined in the terms and conditions of the RFP.
Local Governing Entity (LGE)	Independent governing entities that serve as regional offices for Office of Behavioral Health and Office for Citizens with Developmental Disabilities. LGEs are also sometimes called Human Services Districts.
Long Term Care (LTC) Access Contractor	Contractor that serves as the Single Point of Entry for OAAS services.
Long Term-Personal Care Services (LT-PCS)	A service offered under the State Plan to provide assistance with Activities of Daily Living and Instrumental Activities of Daily Living to qualified individuals age twenty-one (21) and over.
Louisiana Department of Health (LDH)	The Agency responsible for administering the State's Medicaid program and other health and related services including public health, mental health, long term services and supports, and addictive disorder services in Louisiana.
Managed Care	A delivery system wherein covered health care services (i.e. acute, primary, behavioral health, dental) are provided through a Managed Care Entity.
Managed Care Organization (MCO)	A private entity that contracts with LDH to provide coverage for core health care services (acute, primary, behavioral health), except dental, to enrollees in exchange for a monthly prepaid capitated amount per enrollee.
May	Denotes an advisory or permissible action.
MDM	Master Data Management
MDS	The Minimum Data Set (MDS) is a clinical assessment used to determine whether an individual meets nursing facility level of care.
Medicaid Exclusion	The authority to exclude individuals and entities from federally funded health care programs for a variety of reasons, including a conviction for Medicare or Medicaid fraud.
Medicaid ID	A unique number assigned by BHSF to Recipients.
Medicaid Management Information System (MMIS)	The mainframe system where eligibility, authorization status, and claims data are located.

Terminology/ Acronym	Definition
MES	Medicaid Enterprise System
Money Follows the Person (MFP) Program	A demonstration program that supports State efforts for rebalancing their long-term services and supports system so that individuals have a choice of where they live and receive services. Also referred to as My Place.
MPSW	Medicaid Program Support and Waivers section
Must	Denotes mandatory requirements.
My Choice Program	Program designed to enable individuals to make choices and meaningful decisions, speak out for themselves and others, initiate ideas, take risks, and make informed decisions and choices about needed supports with the primary goal of diverting and transitioning individuals with serious mental illness from nursing facilities to prevent unnecessary institutionalization.
New Opportunities Waiver (NOW)	A Waiver that provides certain HCBS to Recipients age three (3) and older who may otherwise require care in an ICF/IID.
OAAS	Office of Aging and Adult Services
OAAS Participant Tracking System (OPTS)	The system used to record case activity and demographics on all individuals requesting or receiving services through an OAAS program.
OBH	Office of Behavioral Health
Occupational Therapy (OT)	Use of assessment and intervention to develop, recover, or maintain the meaningful activities or occupations of individuals, groups, or communities.
OCDD	Office for Citizens with Developmental Disabilities
Original	Denotes must be signed in ink
OSP	Office of State Procurement
OTIS	Online Tracking Incident System
OTS	Office of Technology Services
PAL Referral	The form submitted when services cannot be obtained for Chisholm Class Members.
Participant	A Recipient receiving HCBS services.
Participant Services Database (PSD)	A database used by OCDD to track and manage data of individuals who have requested Developmental Disabilities services.
Pediatric Day Health Care (PDHC)	Designed to provide an array of services to meet the medical, social and developmental needs of children from birth up to twenty-one (21) years of age who have a complex medical condition which requires skilled nursing care and therapeutic interventions on an ongoing basis to preserve and maintain health status, prevent death, treat/cure disease, ameliorate disabilities or other adverse health conditions and/or prolong life.
Permanent Supportive Housing (PSH) Program	A program that links affordable rental housing with voluntary, flexible, and individualized services to people with severe and complex disabilities, enabling them to live successfully in the community.

Terminology/ Acronym	Definition
Personal Care Services (PCS)	Services provided in the home or community that assist individuals with their activities of daily living (ADLs), such as bathing, grooming, transferring, and mobility or instrumental activities of daily living (IADLs), such as food preparation, medication reminders, and transportation.
PHI	Protected Health Information
Physical Therapy (PT)	Refers to methods such as exercise, stretching and soft tissue mobilization, conditioning and weight programs, massage, dry needling and manual therapy.
PII	Personally Identifiable Information
Plan of Care (POC)	A written plan designed by the Recipient, his/her authorized representative, service provider(s) and others chosen by the Recipient, and facilitated by the Support Coordinator which lists all paid and unpaid supports and services
Post Authorization	A process whereby Units are approved by the data management contractor, passing several edit checks. The approval is sent to the FI to allow the FI to release the Units in order for the provider to be reimbursed once the provider bills for the Units.
Prior Authorization (PA)	A process whereby requested services are approved for medical necessity or program criteria before services are delivered or billed on behalf of a Recipient.
Prior Authorization Liaison (PAL)	Assists the Chisholm Class Member with the Prior Authorization process for all prior authorized services.
Procedure Code	Identifier used to distinguish services provided.
Program of All Inclusive Care for the Elderly (PACE)	Coordinates and provides all needed preventive, primary health, acute and long-term care services for individuals fifty-five (55) years of age or older who may otherwise require care in a nursing facility.
Proposer	A firm or individual who responds to this RFP.
Psychosocial Rehabilitation Services (PSR)	Services are rehabilitative mental health services interventions designed to reduce psychosocial dysfunction.
Recipient	An individual who has been determined eligible and is currently receiving Medicaid.
Reconsideration	A mechanism for adjusting a PA once it has been approved. Some of these adjustments may include a change in the dates of service; a request to discontinue the services by Recipient or provider; correction of errors made by the FI; or additional medical information may be provided in order to increase the number of hours authorized. The request will be reviewed by the FI or MCO and applicable changes may be made.
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Terminology/ Acronym	Definition
Remittance Advices (RA)	The document a Medicaid billing provider receives from the FI after submission of claims. This document provides amount of the claim paid, status of claims, if paid, pending, or denied and reasons for denied claims.
Residential Options Waiver (ROW)	A Waiver that provides certain HCBS to individuals of any age who may otherwise require care in an ICF/IID.
RFP	Request for Proposals
RFSR	Request for Services Registry
SCAR	Support Coordination Activity Report
SCD	Support Coordination Documentation
Screening for Urgency of Need (SUN)	The tool used by OCDD to screen individuals who have applied for Waiver services in order to determine prioritization of need.
SDDC	Software Defined Data Center
SDLC	Software Development Life Cycle
Section Q	Section Q is the part of the MDS assessment designed to explore meaningful opportunities for nursing facility residents to return to community settings.
Self-Direction Option	Is a voluntary service delivery option that allows Recipients or a designated representative to serve as their own employer (rather than a licensed, enrolled provider as the employer) of the individuals they choose to hire to provide personal care services. This option is available under select Waivers.
Shall	Denotes a mandatory requirement.
Should	Denotes a desirable action.
SIEM	Security Information and Event Management
SIL	Supported Independent Living
SIMS	Statewide Incident Management System
Single Point of Entry (SPOE)	Entity that provides individuals interested in applying for services a singular access point for application/registration. OAAS and OCDD each have a SPOE for their services.
Software as a Service (SaaS)	A software licensing model in which access to the software is provided on a subscription basis, with the software being located on external servers rather than on servers located in-house and typically accessed through a web browser.
Span Billing	Billing for services that occur within a “date range” as one line item.
Special Needs Case Management	Under EPSDT, case management offered to anyone under the age of twenty-one (21) who no longer meets the Developmental Disabilities law requirements but has complex health conditions that still make case management medically necessary. It can also be for anyone under twenty-one (21) for whom case management is medically necessary.

Terminology/ Acronym	Definition
Specialized Medical Equipment (SME)	Includes devices, controls, or appliances, specified in the plan of care, which enable individuals to increase their abilities to perform activities of daily living, or to perceive, control, or communicate with the environment in which they live.
Speech Therapy (ST)	Is the assessment and treatment of communication problems and speech disorders. It is performed by speech-language pathologists (SLPs). Speech therapy techniques are used to improve communication.
State	The State of Louisiana.
State Plan	The State Plan is a formal, written agreement between a state and the federal government, submitted by the single state agency (42 CFR 431.10) and approved by CMS, describing how that state administers its Medicaid program.
Statement of Approval (SOA)	A document issued by the Local Governing Entity (LGE) indicating that a person is eligible for Developmental Disabilities services.
Statement of Denial (SOD)	A document issued by the Local Governing Entity (LGE) indicating that a person does not qualify or no longer qualifies for Developmental Disabilities services.
Subcontractor	Any individual or entity that contracts directly with the Contractor for the performance of any portion of the work or services provided for in any contract resulting from this RFP.
Support Coordination	A service provided to Waiver Participants to assist them in gaining access to needed Waiver and other State Plan services as well as needed medical, social, educational, and other support services.
Support Coordination Agency (SCA)	A Medicaid enrolled and licensed and/or certified provider agency who provides Support Coordination services to Waiver Participants.
Support Coordinator (SC)	An individual employed by a Support Coordination Agency that provides Support Coordination.
Supports Waiver	A Waiver that provides options and meaningful opportunities through vocational and community inclusion for Recipients who are eighteen (18) years of age and older who may otherwise require care in an ICF/IID.
TEPA	Transitional Expenses Planning and Approval
Third Party Vendor	A company or entity with whom there is a written agreement to provide a product or service on behalf of an organization to fulfill contractual or other required obligations.
T-MSIS	Transformed Medicaid Statistical Information System
Unit	The amount of services authorized for a Participant. These typically represent a quantity of time (e.g. 15 minutes, 24 hours) or cost.
Units Paid	Prior authorized Units that are released and paid to the FI to reimburse the provider.

Terminology/ Acronym	Definition
Units Released	Prior authorized Units that have met all requirements and are released for the provider to bill the FI.
Waiver	A provision in Medicaid law which allows the federal government to waive rules that usually apply to the Medicaid program. The intention is to allow individual states to accomplish certain goals, such as reducing costs, expanding coverage, or improving care for certain target groups such as the elderly or individuals with disabilities.
Waiver Slot	Because the State, through the waiver authority with CMS has an agreed upon limit of individuals to serve under each waiver agreement, a slot refers to an available space.
Will	Denotes a mandatory requirement.

1.7. SCHEDULE OF EVENTS

Event	Date
RFP advertised in newspapers and posted to LaPAC:	Thursday, May 6, 2021
Pre-proposal conference: Non-Mandatory	Friday, May 21, 2021 at 10:00 a.m. (Via Zoom) Email Theresa.Thibodeaux@la.gov to register and receive Zoom Link.
Deadline for receipt of written inquiries:	Monday, June 7, 2021, 4:00PM CST Any questions received after the time and date given are not considered valid and will not be answered.
Deadline to answer written inquiries (on or about):	Monday, June 28, 2021 Once finalized, the responses will be issued in the form of an addendum to the RFP, which will be posted to LaPAC.
Deadline for receipt of electronic proposals:	Tuesday, July 13, 2021, 11:59 PM CST No proposals received after the time and date entered can be accepted or receive consideration. Any proposals received after the time and date are automatically disqualified and will not be evaluated. Objections to written specifications as unduly restrictive must be received at least two (2) calendar days prior to the proposal opening date.
Presentations & Discussions (if applicable): Those Proposers reasonably susceptible of receiving an award will be selected to provide	Time and location TBA

Event	Date
On Site presentations or demonstrations of services and/or products.	
Notice of Intent to award announcement, and 14-day protest period begins (on or about):	Monday, November 22, 2021 (subject to change and OSP approval)
Contract execution (on or about):	TBD

NOTE: The Department reserves the right to revise this schedule. Revisions before the deadline for receipt of electronic proposals, if any, will be formalized by the issuance of an addendum to the RFP.

1.8. ELECTRONIC PROPOSAL SUBMITTAL – TECHNICAL AND COST PROPOSALS

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified. The proposal must be uploaded to <https://stateofla.app.box.com/f/5847a121b74d48dd97db51caf0fb14f4> before the date and time specified in the Schedule of Events.

Uploaded submissions are the only acceptable method of delivery. E-mail, fax, mail, and courier delivery shall not be acceptable. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposer shall submit:

- One (1) technical proposal in PDF format. The file should be named: RFP # 3000016353 HCBS Data Management and EVV RFP Technical Proposal - [Proposer Name]; (the Certification Statement must have electronic signatures or scans of original signature;
- One (1) cost proposal in PDF format. The file should be named: RFP # 3000016353 HCBS Data Management and EVV RFP Cost Proposal - [Proposer Name]
- One (1) redacted technical proposal, if applicable, in PDF format. The file should be named: RFP # 3000016353 HCBS Data Management and EVV RFP Redacted Technical Proposal - [Proposer Name]

Proposer should also submit:

- One (1) electronic copy of the most recent two (2) years' audited financial statements.

The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation.

Proposers needing assistance regarding proposal uploads should visit:

<https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box-submission-link.pdf>.

1.9. LEGIBILITY/CLARITY

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.10. QUALIFICATIONS FOR PROPOSER

1.10.1. MANDATORY QUALIFICATIONS

Proposers must meet the following qualifications prior to the deadline for receipt of proposals:

- Minimum of five (5) years prior experience with prior and post authorizing HCBS, including 1915(c) waiver services.

1.10.2. DESIRABLE QUALIFICATIONS

Proposers should meet the following qualifications prior to the deadline for receipt of proposals:

- Within the past thirty-six (36) months, the Proposer should demonstrate successful implementation and/or operation of similar, multi-component systems to support a state's Medicaid agency's administration of home and community-based waiver services;
- The Proposer has a minimum of twenty-four (24) months of experience with collecting, tracking, and reporting of 1915(c) quality assurance data as outlined in *Attachment I: Waiver Performance Measures*; and
- The proposed has demonstrated experience hosting and supporting an EVV system which meets requirements under the 21st Century Cures Act.

1.11. PROPOSAL RESPONSE FORMAT

Proposals submitted for consideration should follow the format and order of presentation as described below. An item-by-item response to the Request for Proposals is requested. Emphasis should be on simple, straightforward, and concise statements of the Proposer's ability to satisfy the requirements of the RFP. The proposal must describe in detail all services the proposed solution entails including, but not limited, to technology, staffing and any planned innovative processes.

1.11.1. COVER LETTER

The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

The cover letter should also:

- Identify the submitting Proposer and provide their Federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

1.11.2. TABLE OF CONTENTS

The proposal should be organized in the order described below.

- Executive Summary
- Overall Qualifications and Timeliness
- Statement of Compliance
- Company Background, Experience, and Staffing
- Organization
- Key Personnel & Proposed Staff Qualifications
- Technical Approach
- Innovative Concepts
- Project Work Plan
- Prior and Post Authorization
- Request for Services Registry
- Data Management
- Electronic Visit Verification
- Chisholm Class and Case Management Requirements
- Louisiana Veteran and/or Hudson Initiative Programs Participation
- Additional Information
- Cost Proposal
- Certification Statement
- Outsourcing of Key Internal Controls

1.11.3. EXECUTIVE SUMMARY

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least one hundred eighty (180) Calendar Days from the date of submission. This section

should also include a summary of the Proposer's qualifications and ability to meet the State's overall requirements in the timeframes set by the Department.

The executive summary should include a positive statement of compliance with the contract terms in *Attachment C. Sample Contract*. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied with Proposer's submission. The Proposer should address the specific language in the *Attachment C. Sample Contract* and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.11.4. OVERALL QUALIFICATIONS AND TIMELINESS

Proposals should include detailed information that will assist the Department in determining the level of quality and timeliness that may be expected, including benchmarks, where applicable. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met.

1.11.5. STATEMENT OF COMPLIANCE

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.

1.11.6. COMPANY BACKGROUND AND EXPERIENCE

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of the most recent two (2) years' financial statements, preferably audited.

The proposal should indicate the Proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility and experience on prior projects of equal or greater scale, 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 and evaluation team.

Proposers should give at least two customer references for projects/contracts implemented in at least the last 24 months, preferably with other state Medicaid programs, of equal or greater size. References shall include the name, job title, email address and telephone number of each contact person. Proposers should explain what elements of those contracts are relevant to this RFP in terms of the scope of work and identify how each contract is relevant to the underlying scope of work identified in this RFP

A statement of the Proposer's involvement in litigation that could affect this work must be included. Additionally, Proposer should also include a statement regarding Proposer's involvement in past or current litigation. If no such litigation exists, Proposer should so state.

This section should specifically address familiarity with all forms of HCBS Data Management and EVV systems, operations, and reporting requirements, including the federal regulations that govern Waiver programs. Include related services provided to government entities.

1.11.7. ORGANIZATION

This 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 also contain a brief summary describing 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 the following information:

- Location of Administrative Office with Full Time Personnel. Include all office locations (address) with full time personnel;
- Name and address of principal officer;
- Name and address for purpose of issuing checks and/or drafts;
- For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;
- If out-of-state Proposer, give name and address of local representative (if none, so state);
- If any of the Proposer's personnel named is a current or former Louisiana State employee, indicate the Agency where employed, position, title, and termination date;
- If the Proposer was engaged by LDH 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);
- Proposer's state and Federal tax identification numbers; and
- Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships, or explanation if not applicable. Reference *Attachment A: Louisiana Veteran/ Hudson Initiative Programs*.

1.11.8. KEY PERSONNEL AND PROPOSED STAFF QUALIFICATIONS

Proposer should include a narrative describing proposed staffing, with specific names, duties and level of responsibility for proposed key personnel along with their résumés or CVs. Additionally, the proposal should identify roles designated as Key Personnel and percent of time each individual is dedicated to the project. State the lines of authority and duties, clearly define the roles of each key individual, and percent of onsite and offsite time.

Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.

Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a subcontractor.

Key Personnel and the percentage of time directly assigned to the project should be identified. At a minimum, the Contractor must designate the following Key Personnel:

- Project Manager – must be based in Baton Rouge, Louisiana and allocated 100% of time to the HCBS Data Management and EVV contract.
- Trainer – must be based in Baton Rouge, Louisiana or able to travel to facilitate in-person trainings in Baton Rouge. A specific time allocation is not stipulated for the position.

Résumés of all known personnel should likewise be included. Résumés of proposed personnel should include, but not be limited to:

- Experience with Proposer,
- Previous experience in projects of similar scope and size.
- Educational background, certifications, licenses, special skills, etc.

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

1.11.9. APPROACH AND METHODOLOGY

Proposals should define the Proposer's technical approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section 2. Scope of Work/ Services. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas below:

- Provide Proposer's understanding of the nature of the services and how its proposal will best meet the needs of the Department.
- Provide Proposer's understanding of CMS' EVV Outcomes-Based Certification requirements for an MMIS functional module, and specifically how the proposed solution meets or can meet these requirements.
- Define the approach in providing the services as outlined in the Statement of Work.
- Define the approach in identifying the tasks necessary to meet requirements.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Provide any relevant information deemed appropriate for any proposed solution to include, at a minimum, the following components:
 - Description of how software meets the federal and State requirements for HCBS and EVV.
 - Discussion of functionality of the software.
 - Define approach to system and data security.
 - Identify areas of project risk and strategies to mitigate these risks.

- Define the methodology to be used for system configuration.
 - Description of how the software converts and maintains transferred data from the current EVV system and supports required reporting.
 - Define strategy for application knowledge transfer to position the State to be self-sufficient after contract termination, if applicable.
- Develop a solution that utilizes each of the OTS Enterprise Architecture (EA) components described in *Attachment G. Enterprise Architecture Integration Requirements*. EA will provide additional functionality to the system by re-using components so that these functional areas are not duplicated within the proposed solution. The following are EA components that are expected to be used with the proposed solution:
 - API Gateway (APIGW)
 - Enterprise Service Bus (ESB)
 - Identity Access Management (IAM)
 - Data Warehouse (DWH)
 - Electronic Document Management System (EDMS)
 - Master Data Management (MDM)
 - Consumer Communications
 - Business Rules Engine (BRE)
- Ensure integration (real time, application programming interface [API], file transfer protocol [FTP], etc.) with the State's or third party systems is orchestrated via the State's EA system, unless agreed to by both parties in any ensuing contract.
- Work with LDH, MES, LDH T-MSIS team, and CMS to ensure that all Transformed Medicaid Statistical Information System (T-MSIS) data file layouts and information are mapped out correctly and are in compliance with CMS specifications. In addition, all CMS Standard Operating Procedures document requirements and stipulations must be met. CMS pre-acceptance T-MSIS edits need to be incorporated in data validations to ensure that file data submissions to CMS are consistent, accurate and timely. CMS directives to states can be found at <https://www.medicaid.gov/sites/default/files/Federal-Policy-Guidance/downloads/SHO18008.pdf>.
- Provide plans and/or schedule for implementation, or orientation, or installation, etc. (as relevant to the RFP requirements).
- Provide plans for training.
- Develop and provide provisions for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

1.11.10. INNOVATIVE CONCEPTS

Proposer should include in their proposal submission, any innovative methods for providing the services as outlined in Section 2. Scope of Work/Services. The submission should describe innovative approaches the Proposer uses to deliver projects and include examples of prior successes. Proposers are encouraged to include any additional deliverables that they consider a competitive advantage or innovation, including descriptions of the value these will bring to LDH. Deliverables above and beyond the minimum required will be considered by the scoring committee in the technical scoring. Proposer is also encouraged to provide alternatives to traditional operations processes or methodologies, which may be noted within this RFP, which will increase productivity and efficiencies within LDH's current HCBS and EVV practices. Said alternatives should be explained in detail and may be utilized in lieu of traditional methods with formal LDH approval and an executed, approved contract or amendment.

1.11.11. PROJECT WORK PLAN

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section 2. Scope of Work/Services. 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:

- 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 approach to collaboration with the Department, as appropriate;
- Provide a strategic overview including all elements to be provided;
- Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of LDH, providers, and other stakeholders impacted by or dependent upon this RFP scope of work;
- Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery;
- 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, accuracy, and timeliness of services provided;
- Demonstrate an understanding of and ability to implement data collection as needed;
- Demonstrate the ability to configure systems to comply with LDH Waiver business rules;
- Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner;
- Articulate the ability to develop and implement an "All Hazards Plan" in the event of an emergency event;
- Identify all assumptions or constraints on tasks;

- Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period; and
- Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

Proposer shall clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution. The Proposer shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

1.11.12. ADDITIONAL INFORMATION

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

1.11.13. COST PROPOSAL

Proposer shall specify costs for performance of tasks on *Attachment F. Cost Template*. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal. The Proposer's cost should include a breakdown of costs for the following sections:

- Design, Development, and Implementation
- Prior and Post Authorization
- Registry Services
- Electronic Visit Verification
- Data Management/Reporting and Chisholm Requirements
- User/Technical Support
- Miscellaneous Charges

1.11.14. CERTIFICATION STATEMENT

The Proposer must sign electronically or submit a scanned signature using *Attachment B. Certification Statement*.

1.11.15. OUTSOURCING OF KEY INTERNAL CONTROLS

Proposer shall provide information regarding the company's last security audit, to include a Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Cost of the audit shall be borne by the Proposer.

1.12. CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement 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.

The Proposer shall 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.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY”. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

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

1.13. PROPOSAL CLARIFICATIONS PRIOR TO SUBMITTAL

1.13.1. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on the date and time listed on the Schedule of Events. Prospective Proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers provided during the conference, the only official answer or position of the Department in response to written questions will be stated in writing and signed by an authorized agent of the Department. Therefore, Proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link: www.ldh.louisiana.gov and at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

1.13.2. PROPOSER INQUIRIES

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below. All communications relating to this RFP must be directed to the RFP Coordinator. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

Reginald Dumas
RFP Coordinator
Louisiana Department of Health
Email: Reginald.Dumas2@la.gov

LDH will consider written inquiries regarding the requirements of the RFP or Scope of Services. To be considered, written inquiries and requests for clarification of the content of this RFP must be received via email 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 the following web link: <http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>.

Information may also be posted at: <http://new.ldh.louisiana.gov/index.cfm/newsroom/category/47>.

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.

Only Reginald Dumas, the RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of LDH. Any communications from any other individuals shall not be binding to LDH.

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

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:

<https://www.doa.la.gov/doa/osp/vendor-resources/>.

1.14. PROCUREMENT LIBRARY/RESOURCES AVAILABLE TO PROPOSER

Information relevant to the Proposer pertaining to services requested in the RFP is available to the Proposer for review. Relevant material related to this RFP will be posted at the following web address: <http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

1.15. BLACKOUT PERIOD

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any State employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to State employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or State contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671.
- Duly noticed site visits and/or conferences for bidders or Proposers.
- Oral presentations during the evaluation process.

Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.16. ERRORS AND OMISSIONS IN PROPOSAL

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.17. CHANGES, ADDENDA, WITHDRAWALS

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

May also be posted at: <http://new.ldh.louisiana.gov/index.cfm/newsroom/category/47>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.18. WITHDRAWAL OF PROPOSAL

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be uploaded to:

<https://stateofla.app.box.com/f/5847a121b74d48dd97db51caf0fb14f4>

1.19. WAIVER OF ADMINISTRATIVE INFORMALITIES

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

1.20. PROPOSAL REJECTION/RFP CANCELLATION

Issuance of this RFP in no way shall constitute a commitment by LDH to award a contract(s) or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

- Reject, in whole or part, all proposals submitted in response to this solicitation.
- Cancel this RFP.
- Cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from OSP.

1.21. 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.

1.22. COST OF OFFER PREPARATION

The Department shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the Department. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from OSP.

1.23. TAXES

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective Contractor shall attest to its current and/or prospective compliance by signing the *Attachment B. Certification Statement*, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) Calendar Days of such notification.

1.24. DETERMINATION OF RESPONSIBILITY

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.

- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- Is able to comply with the proposed or required time of delivery or performance schedule.
- Has a satisfactory record of integrity, judgment, and performance.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

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

1.25. USE OF SUBCONTRACTORS

LDH shall have a single Prime Contractor as the result of any contract negotiation, and that Prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontracted work.

Unless provided for in the contract with the State, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all Subcontractors through the following:

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

1.26. WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS

The Department at its sole discretion may require all Proposers who are reasonably susceptible of being selected for an award, to provide an on-site presentation and/or demonstration. On-site presentations/demonstrations will allow the selected Proposers to demonstrate their unique capability to provide the services requested in the RFP.

The Department may adjust the Proposers' original scores based upon information received in the on-site presentations/demonstrations, using the original evaluation criteria.

1.27. ACCEPTANCE OF PROPOSAL CONTENT

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

1.28. EVALUATION AND SELECTION

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, and/or preparation of cost score data.

1.29. BEST AND FINAL OFFERS

The State reserves the right to conduct a Best and Final Offer (BAFO) with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

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

1.30. CONTRACT AWARD AND EXECUTION

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in *Attachment C. Sample Contract*. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty (30) Calendar Days or if the selected Proposer fails to sign the final contract within fourteen (14) Calendar Days of the date of delivery, LDH may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.31. NOTICE OF INTENT TO AWARD

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

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

The Department reserves its right to:

- Make multiple awards.
- Make an award without presentations by Proposers or further discussion of proposals received.
- Enter into a contract without further discussion of the proposal submitted based on the initial offers received.
- Contract for all or a partial list of services offered in the proposal.

The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44:3.2), selection memorandum narrative justifying selection, along with list of criteria used and the weight assigned each criteria; and scores of each proposal considered along with overall scores of each proposal considered shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the State Chief Procurement Officer within fourteen (14) Calendar Days after the award has been announced.

The award of a contract is subject to the approval of OSP.

1.32. RIGHT TO PROHIBIT AWARD

In accordance with the provisions of La. R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.33. INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

Note: The insurance coverage limits specified in this section are the minimum requirements.

1.33.1. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance

of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount. The Contractor shall not commence work under the contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. 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) Calendar Days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

1.33.2. MINIMUM SCOPE AND LIMITS OF INSURANCE

1.33.2.1. WORKERS COMPENSATION

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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.

1.33.2.2. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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.

1.33.2.3. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) Calendar Days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy if the policy is not renewed.

1.33.2.4. AUTOMOBILE LIABILITY

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

1.33.2.5. CYBER LIABILITY

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

1.33.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

1.33.4. 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.

1.33.5. OTHER INSURANCE PROVISIONS

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

1.33.5.1. COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND CYBER LIABILITY COVERAGES

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

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

1.33.5.2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

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

1.33.5.3. ALL COVERAGES

All policies must be endorsed to require thirty (30) Calendar Days' written notice of cancellation to the Agency. Ten (10) Calendar Days' written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

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

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

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

1.33.6. ACCEPTABILITY OF INSURERS

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

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

1.33.7. VERIFICATION OF COVERAGE

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

The Certificate Holder shall be listed as follows:

State of Louisiana
LDH BHSF, Its Officers, Agents, Employees and Volunteers
628 N. 4th Street
Baton Rouge, LA 70802
HCBS Data Management and EVV RFP # 3000016353

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

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

1.33.8. SUBCONTRACTORS

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

1.33.9. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.34. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

1.35. LIABILITY AND INDEMNIFICATION

1.35.1. CONTRACTOR LIABILITY

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

1.35.2. FORCE MAJEURE

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

1.35.3. INDEMNIFICATION

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

1.35.4. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material,

service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

1.36. PAYMENT

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Scope of Work/ Services, retained funds will be paid annually following completion of each contract year.

During the execution of tasks contained in the Scope of Work/ Services, the Contractor may submit invoices, not more frequently than monthly.

Payments to the Contractor for services rendered for this Project shall be based on an itemized invoice showing line item costs incurred. These shall be reimbursed at the approved billable rate for that service specified in the contract. These rates shall be used for the duration of the contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

1.37. ELECTRONIC VENDOR PAYMENT SOLUTIONS

The Department desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via Electronic Funds Transfer (EFT), a method in which payment is sent directly from the State's bank to the payee's bank. See *Attachment E. Electronic Vendor Payment Solution* for additional information regarding electronic payment methods and registration.

1.38. TERMINATION

1.38.1. TERMINATION OF THE CONTRACT FOR CAUSE

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) Calendar Days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) Calendar Days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor

shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.38.2. TERMINATION OF THE CONTRACT FOR CONVENIENCE

The State may terminate the Contract at any time without penalty by giving thirty (30) Calendar Days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.38.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. 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 of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.39. ASSIGNMENT

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

1.40. RIGHT TO AUDIT

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, Federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime contract, or as required by applicable State and federal law, and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, or as required by applicable State and federal law.

1.41. CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.42. RECORD OWNERSHIP

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

1.43. ENTIRE AGREEMENT/ ORDER OF PRECEDENCE

The 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, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.44. CONTRACT MODIFICATIONS

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.45. SUBSTITUTION OF PERSONNEL

The Contractor's key personnel assigned to the Contract shall not be replaced without the prior written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the Department's or Contractor's reasonable control, as the case may be, the Department or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.46. GOVERNING LAW

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

1.47. CLAIMS OR CONTROVERSIES

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

1.48. CODE OF ETHICS

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by Proposer.

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the contract.

1.49. CORPORATE REQUIREMENTS

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

- If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- 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 La. R.S. 12:301-302 from the Louisiana Secretary of State.

The Contractor must provide written assurance to the Department 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.

1.50. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.51. SECURITY

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security

precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

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

1.51.1. CYBERSECURITY TRAINING

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

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

1.52. SOFTWARE AND OWNERSHIP RIGHTS (45 CFR §95.617)

(a) General. The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation under this subpart.

(b) Federal license. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications, and documentation.

(c) Proprietary software. Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

1.53. INTANGIBLE PROPERTY AND COPYRIGHTS (45 CFR §75.322)

(a) Title to intangible property (see 45 CFR 75.2 Intangible property) acquired under a federal award vests upon acquisition in the non-federal entity. The non-federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the HHS awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 45 CFR 75.320(e).

(b) The non-federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The HHS awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

(c) The non-federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401.

(d) The federal government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a federal award.
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

2.0 SCOPE OF WORK/ SERVICES

The services to be provided under the contract include, but are not limited to, the following:

- Prior Authorization of services;
- Post Authorization of services;
- RFSRs;
- Data Management;
- EVV; and
- Services to support the Department’s compliance with the Chisholm settlement agreement.

The goal is to increase overall project success by incrementally delivering end user value that allows customer feedback, lessons learned and/or emerging requests.

2.1. PRIOR AUTHORIZATION SERVICES

The Contractor shall have a system capable of creating Prior Authorizations (PA) for 1915(c) Waiver services (ROW, NOW, CC Waiver, Supports Waiver, ADHC Waiver, and CCW), EPDST case management, and LT-PCS using data received from approved Plans Of Care (POCs), fee schedules, LDH manuals, and any subsequent revisions to the Prior Authorization.

The PA identifies the service, number of Units and eligible time period that is authorized for delivery by a provider. The PA system must have the flexibility to allow for changes as needed by OAAS or OCDD for efficiency in daily operations and compliance with all rules, policies, and CMS requirements.

2.1.1.GENERAL PRIOR AUTHORIZATION - OCDD SERVICES

The OCDD PA is calculated using a typical schedule within the Plan of Care (POC). The typical schedule provides daily Units of each service.

The Contractor’s system must be capable of programming an alternate schedule to add Units based on the time frame of the POC. This may include adding Units of one service and subtracting Units of another service identified on the typical schedule.

The Contractor’s system must ensure updated Prior Authorization data is available to providers on a daily basis, including Units delivered, released for billing, paid, and Units remaining per Prior Authorization. The data also includes one-time Transitional Expenses Planning and Approval (TEPA), Specialized Medical Equipment (SME), and Environmental Modifications (EMOD) balances available by Participant.

The length of the PA is determined by the specific OCDD Waiver and service. There are four PA time frames utilized:

- Quarterly: PA issued for a quarter (January 1 – March 31; April 1 – June 30, etc.). Partial quarterly PAs may also be issued based on the effective dates of the POC;
- Annually – PA issued for one year period. Services can be utilized throughout the year, as needed;
- Time Limited – Services are authorized on a time limited basis. This is normally communicated via a POC revision; and
- As Needed – some services are prior authorized as needed (specialized medical equipment, environmental modifications, TEPA, etc.) The dates of the PA match the initial authorization date through the job completion date.

2.1.2.GENERAL PRIOR AUTHORIZATION - OAAS AND OCDD SERVICES

All Waiver services must be prior authorized as per the Units approved in the POC.

- Waiver POCs are approved for a one year period.
- Certain services in Waivers shall be prior authorized so the Units are broken down to a one week time period. Individuals can use Units within that week, as needed.

For State Plan Long Term-Personal Care Services, the provider is given a PA date range anywhere from three (3) to eighteen (18) months. The authorized time frame is dependent on the level of care pathway met and the PA date span provided by the Long Term Care (LTC) Access Contractor. However, the PA is

released in weekly increments to the provider to ensure the weekly cap is not exceeded. The Post Authorization process checks for PA and service overlaps.

The Contractor shall:

- Ensure revisions to Participants' POCs are maintained and updated in the system on a daily basis;
- Update Prior Authorizations to reflect the terms of the revised POC;
- Ensure electronic files generated as a result of PA revisions are submitted to the Fiscal Intermediary (FI), Self-Direction Fiscal Employer Agents (FEA) (if applicable), appropriate provider(s), and the respective LDH operating agency on a daily basis;
- Ensure updated Prior Authorization data is available to providers on a daily basis including Units delivered, released for billing, paid, and Units remaining per Prior Authorization;
- Interface with Fiscal Employer Agent(s) for Self-Direction Recipients providing Prior Authorization and POC data daily;
- Interface with the OAAS Participant Tracking System (OPTS) to receive service data necessary for issuing PAs for Long Term-Personal Care Services (LT-PCS) daily;
- Interface with the Statewide Incident Management System (SIMS) utilizing the Louisiana Office of Technology Services (OTS) required secure file transfer software, MOVEit, to provide Waiver program eligibility data on a daily basis. The daily file includes Participant Prior Authorization start and end dates and linkage to Support Coordination Agencies (SCAs). See *Attachment H: SIMS Interface File* for specific interface requirements and file layouts;
- Notify providers when a Prior Authorization is being recalculated or closed within same Business Day;
- Be available to provide technical assistance to LDH and its designee to explain Prior Authorization data;
- Receive and process Medicaid eligibility files from LDH or its designee daily to ensure Prior Authorizations are aligned with Recipients' Medicaid eligibility, including the appropriate LDH program; and
- Notify providers when a Participant's Medicaid eligibility has ended and their Appeal process has been exhausted, and ensure that Prior Authorizations are promptly terminated.

2.2. POST AUTHORIZATION ACTIVITIES

The Contractor shall develop a Post Authorization process to direct the FI to release Units for the provider to bill. As services are delivered, providers enter or report via EVV (if applicable) services into the system.

Throughout the Prior Authorization time period, the Contractor shall check reported services against the POC, analyze the data and release the approved Units to the FI for the provider to bill the services for payment. The daily data file submitted to the FI contains an identifier for each record to indicate if the data point is an addition, a change or a deletion to the previous file on record.

At a minimum, the file must contain the following fields:

- Prior Authorization number;
- Provider number;
- Recipient Medicaid ID;
- Prior Authorization begin and end date;
- Data Source ID;
- Procedure Code;
- Modifiers as defined in Fee Schedules;
- Approved Units;

- Requested Units;
- Requested amounts;
- Approved amounts; and
- Status (approved or denied).

If required by the FI, the Contractor shall also provide a service begin and end date.

After the FI processes the Contractor's data, the provider files the claims with the FI for billing.

2.2.1.GENERAL POST AUTHORIZATION ANALYSIS COMPONENTS-ALL WAIVERS

The Contractor shall:

- Ensure that services reported by providers and Support Coordinators are post authorized in accordance with LDH business rules and CMS requirements before releasing Units for payment to the FI;
- Develop and maintain logic to identify services that should not be released for payment based on the business rules for Post Authorization. *Exhibit #1 OCDD and OAAS Business Rules for Waivers* is available in the Procurement Library for further detail;
- Provide special handling of erroneous denials by the FI of hospitalized Participants receiving HCBS;
- Provide data to Medicaid Program Support and Waivers section (MPSW) staff in cases in which the span date the hospital billed Medicaid includes admit/discharge dates where HCBS were provided for a portion of the day. MPSW submits an override to the FI for claim denials in cases where MPSW has validated that HCBS were provided prior to time of admit or after time of discharge;
- Collect provider and Support Coordinator employee information, including Social Security number, and uniquely identify the worker and the provider; and
- The Contractor shall compare Social Security numbers against State and Federal excluded worker databases to ensure Units are not released to the FI for payment, should the individual be on an Exclusion list(s). Any workers appearing on an Exclusion list shall be flagged and the Contractor shall not release any Units for payment that are associated with that worker unless they are later removed from the Exclusion list(s). The Contractor's system shall also provide a mechanism for LDH to reinstate workers if notification is received that the worker is removed from the Exclusion list(s).

The Contractor's system shall:

- Employ processes (i.e. algorithms, data mining, etc.) to detect fraudulent or false Social Security numbers (e.g. duplicates, repeating numbers);
- Track Case Management services to ensure required monthly, quarterly and annual activities are completed prior to monthly Units being released to the FI for payment;
- Establish a file transfer process that receives and sends service data from the Self-Direction Fiscal Employer Agents (FEAs) and sends for the FEAs to bill the FI to process the claims;
- Provide Prior Authorization data to the FEAs on a daily basis;
- Establish process for electronic upload of reported services by the FEAs every two weeks or in accordance with the approved payroll cycle;
- Provide a response file to the FEAs to indicate which services are approved for billing and which are blocked;
- Restrict payment of Environmental Modifications (EMOD) and Specialized Medical Equipment (SME) for OCDD Participants until approval is received from the Local Governing Entity (LGE);
- Restrict payment of Environmental Accessibility Adaptations (EAA), Assistive Devices and Medical Supplies, and Transition Service funds for OAAS Participants until approval is received from OAAS or its designee; and

- Establish a data exchange with the FI to receive and integrate Remittance Advice (RA) data following each billing cycle into the Contractor's system for use by providers to reconcile services reported by providers and authorized by the Contractor against services processed and paid by the FI.

2.3. DATA MANAGEMENT

2.3.1.REPORTING

The Contractor shall make required reports available to LDH as outlined in *Attachment P. Reporting*.

2.3.2.WAIVER ASSURANCES REPORTING

The Contractor shall supply performance measure data for LDH's 1915(c) Waivers according to the Administrative Authority, Level of Care, and Service Plan Assurances listed in each Waiver application. Refer to *Attachment I: Waiver Performance Measures* for the inventory of reports, including performance measure description, assessment formula, sampling approach, and frequency.

- Administrative Authority performance measures include those involving the Contractor's responsibilities for the Request for Services Registry (RFSR) for each Waiver.
- Level of Care performance measures assess appropriate and timely Level of Care evaluations. The Contractor will receive and incorporate Level of Care data supplied by LDH or its designee into its system to meet this requirement.
- Service Plan performance measures assess timely receipt of approved Plans of Care from LDH or its designee and case management contact data, entered by LDH's case management agencies directly into the Contractor's case management reporting and tracking system.

2.3.3.MONEY FOLLOWS THE PERSON (MFP) TRANSITION MANAGEMENT

The Contractor is responsible for generating, sending, and tracking Waiver offers, linkages and flagging Money Follows the Person (MFP) transitions once eligibility is determined and all required MFP paperwork is completed. This service is applicable to both OAAS and OCDD.

2.3.4.MFP TRANSITION/ENROLLMENT PROCESS

The current process steps for transition management from Waiver program to MFP are outlined below:

- Referral is made (completed by Ombudsman, ICF/IID, hospital, family/friend/self, nursing facility, Section Q, SC);
- Medicaid Eligibility is determined (determined by BHSF, not Contractor);
- If eligible, Medicaid Eligibility sends Contractor a request to generate Waiver offer;
- Waiver offer is issued by Contractor;
- Waiver offer is delivered by OCDD or OAAS, with informed consent and all mandatory enrollment paperwork signed and completed by Participant and/or by authorized representative;
- Documents are returned to the Contractor; and
- Contractor completes linkage to SCA, flags Participant as MFP Participant, and begins tracking the Participant's three hundred sixty-five (365) Calendar Day enrollment period.

2.3.4.1. CONTRACTOR RESPONSIBILITIES

Once transitioned, the Contractor is responsible for the following activities:

- Identifying and maintaining files and data reports containing MFP Participants for both OAAS and OCDD. This file must track start and end dates of the three hundred sixty-five (365) Calendar Days of MFP eligibility and participation in MFP via claims data and eligibility segment changes. Segments identify if the individual is in a nursing facility or HCBS waiver;
- Developing and uploading weekly MFP files and reports to the FI. These files/reports are used for the configuration of other MFP reports that the FI develops; and
- Review of the monthly MFPDATA.TXT file received from the FI. This file is used to reconcile any differences to ensure that MFP records are synced and accurate. Refer to *Attachment K*:

MFP Reports and Data Elements for a detailed listing, description, and reporting deadlines for these data elements.

The Contractor shall:

- Flag all MFP Waiver Participants in its system for data tracking and reporting purposes;
- Collect MFP data elements from LDH or its designee, including changes to MFP data elements over time and send data elements to the FI daily;
- Issue Waiver offers, track enrollment, and maintain the data required for the Permanent Supportive Housing (PSH) program;
- Track and report data elements for the My Choice program including all data elements and reporting required as part of LDH's agreement with the Department of Justice;
- Flag all My Choice Waiver Participants in their system for data tracking and reporting purposes; and
- Maintain data regarding the individual's name, demographics, type of Waiver, Medicaid decision date and Waiver termination date when applicable.

Upon request by LDH, the Contractor will supply ad-hoc reports. The reports shall include, but are not limited to, data needed to supplement budget planning and projections for LDH, service authorization and utilization, provider reporting, and Waiver offers, acceptance and certification rates and enrollment.

2.3.4.2. LDH RESPONSIBILITIES

LDH or its designee will:

- Request MFP offers and the Contractor will send Waiver enrollment documents to LDH or its designee for delivery to the Participant;
- Submit all signed Waiver documents to the Contractor and the Contractor will proceed with linkage to the selected SCA; and
- Request OAAS CCW or ADHC Waiver offers for members of the My Choice Louisiana program. The Contractor will identify these offers as My Choice Louisiana and send Waiver enrollment documents to LDH or its designee for delivery to the Participant.

2.3.5.ELECTRONIC PLAN OF CARE (EPOC)

The Contractor shall develop, implement, and maintain an EPOC for OCDD Waiver Participants to integrate Prior Authorization data and LDH business rules/requirements. The EPOC will comply with all applicable (T-MSIS) requirements. The Contractor shall submit required T-MSIS data elements for all Waiver Participants to the FI. Reference *Attachment J: OCDD ePOC- Universal Plan of Care* for applicable OCDD EPOC requirements. Reference *Procurement Library Exhibit #2: T-MSIS Data Elements (OAAS/OCDD)* for a listing of applicable T-MSIS data elements and valid values.

2.3.6.CASE MANAGEMENT SYSTEM FOR 1915(C) WAIVERS

The Contractor shall develop, implement, and maintain a case management reporting and tracking system that shall meet the following requirements for Waivers. Chisholm Class Member (CCM) requirements can be found in Section 2.5, Chisholm Class and Case Management Requirements of this RFP. The case management system shall:

- Be available to all Support Coordinators/case managers who support OAAS and OCDD Waiver Participants;
- Collect and store information captured on the Support Coordination Contact Documentation (SCD) forms for OAAS and OCDD. Examples of the forms are provided in *Attachment M: OAAS Support Coordination Contact Documentation* and *Attachment N: OCDD Support Coordination Contact Documentation*. Support Coordinators complete this form at least monthly and include the following pieces of information:
 - General contact information;
 - Service monitoring and remediation codes, which are used to document whether Participants received services as approved in their plan of care. These codes will also feed data necessary to produce the Service Plan Assurance

- performance measures provided in *Attachment I. Waiver Performance Measures*;
- Participant questions that are specific to each Waiver and require a “Yes” or “No” response from the respondent. Any “Yes” responses require the Support Coordinator to provide additional narrative detail; and
- Support Coordinator actions that document follow-up steps after the contact was made.
- Track and validate that all LDH requirements for Support Coordination were met prior to authorizing monthly payments for each Participant. In their reporting, Support Coordinators must enter all required service monitoring and remediation codes, document at least one monthly contact (by telephone or in-person) and document at least one quarterly face-to-face contact in the Participant’s home or at the location of the Participant’s day/facility-based services (if applicable) to be verified by EVV. Specific monitoring criteria and codes for each Waiver is provided in *Attachment O: Support Coordinator Waiver Monitoring Requirements*;
- Include an emergency database/tracking component used by Support Coordinators during local/statewide emergency events to enter Participant information and LDH-identified data elements. The data elements captured in this system should be customizable to accommodate the specific reporting requirements and scope of each event (i.e. natural disasters, pandemics, etc.);
- Develop administrative reports as requested by the Department. Existing reports including specifications and descriptions are listed in *Attachment P. Reporting*;
- Ensure the following data availability:
 - Real-time access to Contractor Waiver/POC and Waiting List (RFSR) data, via SQL database;
 - Real-time reciprocal physical and mailing address updating;
 - Real-time Medicaid information updating; and
 - Real-time transfer of files to the Statewide Incident Management System (SIMS) or its equivalent.

2.4. REQUEST FOR SERVICES REGISTRY

2.4.1.CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- Assume management of the following Request for Service Registries (RFSRs):
 - One (1) RFSR to manage all four (4) of OCDD’s HCBS Waivers;
 - Two (2) RFSRs to manage each of OAAS’ Waivers;
 - One (1) RFSR to manage the ACT 421 Children’s Medicaid Option (421-CMO);
- Manage each RFSR in accordance with policies and procedures outlined in each Waiver’s CMS approved application;
- Allocate Waiver offers to Participants based on approved Waiver applications and LDH program office policy;
- Issue Freedom of Choice forms and other State-required Waiver enrollment documents and track timeliness of responses;
- Based on the response received from the Freedom of Choice forms, link Participants to SCAs and notify the SCAs and LGEs/Regional Office staff of these linkages;
- Automatically assign Participants to SCAs, based on agreed upon logic. If no selection is made on the Freedom of Choice form, the Contractor shall automatically assign Participants at the direction of the LDH or its designee;
- Submit a daily file to the FI to add Waiver and linkage identifying information into the MMIS; and
- Produce reports as requested by LDH or any State/Federal auditing agencies.

2.4.2.DEVELOPMENTAL DISABILITIES REQUEST FOR SERVICES REGISTRY – OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES (OCDD)

The DD RFSR is the database that contains all pertinent data for individuals requesting Waiver services through OCDD including, but not limited to, demographic information, Screening for Urgency of Need (SUN) score(s), and protected request date(s). It is also the tool utilized by OCDD to manage an individual's entry into the OCDD Waiver system.

The Contractor shall develop and maintain the DD RFSR as dictated by OCDD in accordance with OCDD's business rules. The system developed by the Contractor must have the flexibility to allow for future design alterations as needed by OCDD in order to remain in compliance with any changes in CMS requirements, State of Louisiana legislative and regulatory requirements, and LDH and OCDD policies and procedures.

The Contractor shall perform the following required functions, as defined by OCDD:

2.4.2.1. ADDITIONS TO THE DD RFSR

The Contractor shall:

- Develop and maintain an electronic system for addition of individuals to the DD RFSR based on data elements and business rules provided by OCDD;
- Perform non-electronic functions as required by OCDD to facilitate the addition process; and
- Mail out documentation related to DD RFSR addition to individuals/families.

2.4.2.2. RE-OPENS ON THE DD RFSR

The Contractor shall:

- Develop and maintain an electronic system for re-opening individuals who were previously closed on the DD RFSR based on data elements and business rules provided by OCDD;
- Perform non-electronic functions as required by OCDD to facilitate the re-open process; and
- Be responsible for mailing out documentation related to DD RFSR re-opens to individuals/families.

2.4.2.3. TRACKING AND ASSIGNMENT OF SCREENING FOR URGENCY OF NEED (SUN) ASSESSMENTS

The Contractor shall:

- Develop and maintain an electronic system for tracking and assignment of SUN assessments based on data elements and business rules provided by OCDD. The system developed by the Contractor for tracking and assignment of SUN assessments shall have the capability of electronically collecting required data elements from OCDD's data system in a method and timeframe prescribed by OCDD as per OCDD's business rules and/or policies; and
- Be responsible for mailing required notices related to and/or resulting from SUN processes.

2.4.2.4. REQUIRED PERIODIC SCREENING

The Contractor shall:

- Electronically track individuals who are open on the DD RFSR and identify those who are due for re-screening based on OCDD business rules and/or policies; and
- Initiate re-screening process electronically as defined by OCDD business rules and/or policies.

2.4.2.5. TRACKING STATEMENT(S) OF APPROVAL (SOA)

The Contractor shall:

- Create a mechanism on the DD RFSR that electronically tracks SOA status of all individuals who are open on the DD RFSR;
- Electronically import SOA related data from OCDD's data system as required by OCDD policies and/or business rules; and

- Generate required reports related to SOA data as prescribed by OCDD business rules and/or policies.

2.4.2.6. VALIDATION

The Contractor shall:

- Work with OCDD's RFSR manager to complete the annual validation process of the DD RFSR according to OCDD's business rules and/or policies; and
- Conduct and manage the mail-out process associated with the annual validation of the DD RFSR according to OCDD's business rules and/or policies.

2.4.2.7. WAIVER OFFERS

The Contractor shall:

- Track all Waiver offers for all OCDD Waiver programs and ensure that OCDD does not exceed the given maximum number of slots for each OCDD Waiver program;
- Manage the Waiver offer process for all OCDD Waiver programs according to OCDD's business rules and/or policies;
- Conduct and manage the mail-out process associated with Waiver offers for all of OCDD's Waiver programs according to OCDD's business rules and/or policies; and
- Generate all necessary reports related to slots, offers and certifications in all OCDD Waiver programs in a frequency and format prescribed by OCDD.

2.4.2.8. CLOSURES ON THE DD RFSR

The Contractor shall:

- Develop and maintain an electronic system for closures of individuals on the DD RFSR based on data elements and business rules provided by OCDD; and
- Be responsible for mailing out documentation related to DD RFSR closures in adherence to OCDD business rules and/or policies.

2.4.2.9. DATA UPDATES ON THE DD RFSR

The Contractor shall develop and maintain an electronic system for updates needed on data of individuals on the DD RFSR based on data elements and business rules provided by OCDD.

2.4.2.10. TRACKING/IDENTIFICATION OF CHISHOLM CLASS MEMBERS (AS RELATED TO DD RFSR)

The Contractor shall:

- Create a mechanism on the DD RFSR that electronically tracks CCM; and
- Mail out appropriate notices to CCMs as prescribed by OCDD business rules and/or policies.

2.4.2.11. OCDD REPORTS AND COMMUNICATIONS FOR THE DD RFSR

The Contractor shall:

- Provide required reports to designated entities in a format and frequency prescribed by OCDD in accordance with OCDD's business rules and/or policies;
- Provide ad hoc reporting as specified in OCDD's business rules and/or policies;
- Provide near real time data and have the capability to perform data extractions and data transfers with OCDD's data system as directed by OCDD in accordance with their business rules and/or policies; and
- Ensure that all electronic communications and data exchanges with OCDD staff and OCDD systems meet all security requirements set forth by OCDD, LDH, CMS, and the OTS Information Security Policy (found at <https://www.doa.la.gov/doa/ots/policies-and-forms/>).

**2.4.3.COMMUNITY CHOICES WAIVER AND ADULT DAY HEALTH CARE WAIVER REQUEST
FOR SERVICES REGISTRIES FOR THE OFFICE OF AGING AND ADULT SERVICES**

2.4.3.1. ADDITIONS TO THE CCW AND ADHC WAIVER RFSRS

The Contractor shall:

- Auto-assign Recipients to a Support Coordination Agency who receive OAAS Community Choices Permanent Supportive Housing Program (PSH) Waiver offers;
- Develop and maintain an electronic system for addition of individuals to the RFSR based on data elements and business rules provided by OAAS;
- Interface with the OAAS LTC Access Contractor in order to receive new additions to the RFSR. New additions to the RSFR may also be received directly from LDH or its designee; and
- Be responsible for mailing out documentation related to CCW and ADHC Waiver RFSRs additions to individuals/families.

2.4.3.2. VALIDATION

The Contractor shall:

- Conduct an annual validation of CCW and ADHC Waiver RFSRs according to OAAS business rules and/or policies;
- Conduct and manage the mail-out process associated with the annual validation of the CCW and ADHC Waiver RFSRs according to OAAS business rules and/or policies;
- If there is no response to an initial validation, the Contractor shall send a second validation packet before removing the individual from the CCW or ADHC Waiver RFSR. If there is no response on the second validation, the person and his/her name is removed from the RFSR for that particular Waiver. The date and reason for closure is to be recorded in the Contractor's system; and
- Unless the RFSR validation packet is returned via mail or it is discovered that OAAS has an incorrect address, it will be assumed that the person/responsible representative received the packet(s). Incorporate address and/or telephone number changes reported as part of the validation process.

2.4.3.3. WAIVER OFFERS

The Contractor shall:

- Track all Waiver offers for all OAAS Waiver programs and ensure that OAAS does not exceed the given maximum number of slots for each OAAS Waiver program;
- Manage the Waiver offer process for all OAAS Waiver programs according to business rules, policies and Waiver offer priority groups. Priority groups for each Waiver are described in the Waiver document and fact sheets which are contained in the procurement library;
- Provide a system with the flexibility to incorporate any future changes to business rules, policies and/or offer priority groups; and
- Limit ADHC Waiver offers to individuals living in a current ADHC provider's service area as designated by the Department. Anyone residing outside a service area shall be maintained on the RFSR and offers made when and if a provider opens up in their area.

ADHC Waiver offers are made in the following order:

1. People with abuse or neglect referred by protective services who without ADHC Waiver services, would need institutional placement to prevent further abuse and neglect;
2. People who have discharged after a hospitalization within the past thirty (30) Calendar Days that involved a stay of at least one (1) night;
3. People admitted to, or residing in, a nursing facility who have Medicaid as the sole payer source for that nursing facility stay; and
4. All others in order of request date.

CCW offers are made in the following order:

1. People with abuse or neglect referred by protective services who, without CCW services, would need institutional placement to prevent further abuse and neglect;
2. People diagnosed with Amyotrophic Lateral Sclerosis (ALS), also known as Lou Gehrig's disease;
3. People who are residing in a State Permanent Supportive Housing (PSH) unit or who are linked for the State PSH selection process;
4. People admitted to, or residing in, a nursing facility who have Medicaid as the sole payer source for the nursing facility stay;
5. People who are not presently receiving HCBS under another approved Medicaid program, including, but not limited to: Program of All-Inclusive Care for the Elderly (PACE), Long Term-Personal Care Services (LT-PCS), and/or any other Waiver; and
6. All others in order of request date.

The Contractor shall maintain systems and processes to identify when individuals on the RFSR meet criteria for a priority Waiver offer, including but not limited to interfacing with the LTC Access Contractor, secure file exchange with the Department or its designee as well as an email from the Department or its designee.

For CCW priority group 2, people diagnosed with ALS, the Contractor shall include in the offer packet a request for documentation from their physician. Once documentation is received the Contractor shall link the individual to their selected SCA.

For CCW priority group 4, people admitted to or residing in a nursing facility, the Contractor shall match RFSR data with nursing facility claims data provided by both the Department or its designee and return the list of matches to OAAS. All nursing facility offers shall be prior-approved by OAAS.

For CCW priority group 5, those not receiving another HCBS service, the Contractor shall check that the person is not already enrolled in either ADHC Waiver, LT-PCS or the Program of All Inclusive Care for the Elderly (PACE). A PACE enrollment file shall be provided to the Contractor monthly by the Department.

The Contractor shall:

- Track information on all Waiver offers including type of offer, associated dates and offer response;
- Issue Freedom of Choice forms and other State-required Waiver enrollment documents and track timeliness of responses. The Contractor shall provide a self-addressed and stamped envelope for the return of the offer documents;
- Based on the response received from the Freedom of Choice forms, link Participants to SCAs and notify these agencies and the Regional Office staff of these linkages;
- Automatically assign Participants to SCAs based on agreed upon logic if no selection is made on the Freedom of Choice form;
- Automatically assign Participants to SCAs at the direction of the LDH or its designee; and
- If there is no response to an initial validation, the Contractor shall send a second validation packet before removing the individual from the CCW or ADHC Waiver RFSR. If there is no response on the second validation, the person and his/her name is removed from the RFSR for that particular Waiver. The date and reason for closure is to be recorded in the Contractor's system. Assume that the person/responsible representative received the packet(s) unless the RFSR validation or offer packet is returned via mail or it is discovered that OAAS has an incorrect address.

2.4.3.4. DATA UPDATES ON THE CCW AND ADHC WAIVER RFSRS

The Contractor shall:

- Develop and maintain an electronic system for updates needed for individuals on the CCW and ADHC Waiver RFSRs;
- Interface with the OAAS LTC Access Contractor to send and receive updates including but not limited to closures from the registry, address and contact changes;

- Interface with OPTS to send and receive updates including but not limited to address and contact changes;
- Ensure all updated information received on a validation form is recorded in the system; and
- Ensure contact information is verified and updated if an individual should call the Contractor.

2.4.3.5. CLOSURES ON THE CCW AND ADHC WAIVER RFSRS

The Contractor shall:

- Develop and maintain an electronic system for closures of individuals on the CCW and ADHC Waiver RFSRs based on data elements and business rules provided by OAAS;
- Be responsible for mailing out documentation related to CCW and ADHC Waiver RFSR closures in adherence to OAAS business rules and/or policies;
- Include a RFSR management tool that allows Departmental staff, or its designee, to remove individuals from the RFSRs, as determined by Departmental staff, in adherence with OAAS business rules and policies;
- Develop an electronic system to remove a person's name from the ADHC Waiver and/or the Community Choices Waiver RFSRs for any of the following reasons, including but not limited to: the person requests in writing that his/her name be removed from the RFSRs; the person fails to return the validation form after two (2) requests have been sent; or the person fails to return offer paperwork; and
- Not close an individual's registry record who is offered a Priority Waiver, but declines the offer or does not respond to such offer. The individual shall remain on the RFSR with their original protected date and will be offered a Waiver according to that date.

2.4.3.6. RE-OPENING RFSR FILES

The Contractor shall:

- Have the ability to re-open an individual's registry record who was previously closed and/or update record information on the RFSR according to OAAS business rules and/or policies or upon direction from the Department; and
- Be responsible for mailing out documentation related to CCW and ADHC Waiver RFSR re-opens to individuals/families.

2.4.3.7. OAAS REPORTS AND COMMUNICATIONS FOR THE CCW AND ADHC WAIVER RFSRS

The Contractor shall:

- Provide required reports to designated entities in a format and frequency prescribed by OAAS in accordance with OAAS's business rules and/or policies. Reports include but are not limited to:
 - Monthly RFSR counts for each Waiver;
 - Monthly list of individuals on each registry;
 - Weekly reporting of offers made, offers pending, offers accepted and certified by offer type;
 - Routine reporting of offer closures and type of closure by offer type;
 - Routine reporting of acceptance and certification rates for each Waiver and offer type;
- Provide for ad hoc reporting as specified in OAAS's business rules and/or policies or upon request by LDH;
- Provide real time data and have the capability to perform data extractions and data transfers with OAAS's data system as directed by OAAS in accordance with their business rules and/or policies;

- Ensure that all electronic communications and data exchanges with OAAS staff and OAAS systems meet all security requirements set forth by OAAS, LDH, CMS, and the OTS Information Security Policy; and
- Interface with OAAS and the LTC Access Contractor Systems nightly to send and receive RFSR data files for OAAS registry. See *Attachment Q Registry File Data Elements* for a listing of required data fields.

2.4.4.REQUEST FOR SERVICES REGISTRY FOR THE ACT 421 CHILDREN’S MEDICAID OPTION

The Contractor shall:

- Receive and process a daily registry file from LDH. Additionally, LDH or its designee may manually submit a registry request for the Contractor to add to the registry;
- Upon receipt of registry data from LDH:
 - Ensure each applicant is not currently receiving OCDD Waiver services and is under nineteen (19) years of age. If an applicant is currently receiving Waiver services or is nineteen (19) years of age or older, they will not be placed on the RFSR;
 - Confirm whether each requestor has an approved Statement of Approval (SOA) from OCDD. If no SOA, the Contractor shall make a referral via e-mail to the appropriate LGE when an offer is made; and
 - For individuals not placed on the registry for reasons indicated above, the Contractor shall mail the requestor an LDH-approved notice indicating the reason(s) for ineligibility.
- Track all Waiver offers and ensure that offers issued do not exceed the approved maximum number of slots for 421-CMO;
- Manage the Waiver offer process including maintenance of the Waiver RFSR and mailing offers to requestors. Offers will be made in the following order:
 - Individuals qualifying for a priority Waiver offer as indicated by LDH; and
 - All other offers will be allotted on a first-come first-served basis by order of the request date and time.
- Provide a system with the flexibility to incorporate any future changes to business rules, policies, and/or offer priority groups; and
- Provide data for any measures/metrics associated with the 421-CMO RFSR that are needed in order to comply with the Special Terms and Conditions of the CMS approved Waiver application.

2.5. CHISHOLM CLASS AND CASE MANAGEMENT REQUIREMENTS

2.5.1.CHISHOLM CLASS DATA TRACKING AND REPORTING

The Contractor shall maintain and validate list of CCM against OCDD Statement of Approval (SOA) data and transmit this information to LDH’s Fiscal Intermediary (FI). If the data transmission confirms that individuals listed in the OCDD SOA data are Medicaid eligible and under twenty-one (21) years of age, the Contractor shall deem the individuals listed as CCM and transmit the list of confirmed CCM to the FI.

- The Contractor shall send a monthly report about pending Chisholm Class closures to OCDD
- Special Needs Case Management: If the child does not qualify for an SOA, but the family requests case management through the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefit, the child shall be referred to the Department for review and approval of services under Special Needs requirements. The Department shall provide a list of qualifying Recipients to Contractor. Though not part of the Chisholm Class, Contractor shall maintain a list of qualifying Recipients and send to the FI.

2.5.2.SEPARATION FROM CHISHOLM CLASS

If the Recipient no longer has an SOA (because of a new evaluation) or receives a Waiver offer, then the Recipient is no longer considered part of the Chisholm Class. That information shall be transmitted to

the FI to stop Chisholm payments and to change the Recipient's CCM end date to reflect the date of the Waiver offer or the date on which the child is removed from the OCDD SOA list.

- If separation from the Chisholm Class is due to the Recipient not having a current SOA, Contractor shall not send notice to the FI to stop Chisholm payments until the period has passed within which an Appeal of the Statement of Denial (SOD) for OCDD services must be requested or until the Appeal so requested has been adjudicated.
- If the SOA is expired, the Support Coordination Agency shall request the status of the SOA review from the Local Governing Entity (LGE). If the SOA redetermination is pending, the Contractor shall collect and submit status updates from the LGE to Contractor in order for Contractor to extend the Prior Authorization for Support Coordination for the duration of the pending SOA redetermination.

2.5.3.EPSDT CASE MANAGEMENT

The Contractor shall:

- Create, maintain, and update an EPOC for all Recipients receiving EPSDT Case Management. The EPOC shall be accessible by EPSDT Support Coordinators, Managed Care Case Managers, and appropriate LDH staff;
- Populate the EPOC with Prior Authorizations from Medicaid or the Medicaid Managed Care Organization (MCO) plan, as applicable;
- Enable Support Coordination activity entry relative to EPSDT Case Management. Entry shall trigger per-member, per-month payments by the FI to the Support Coordination Agencies;
- Activity entries include, but are not limited to, monthly phone contacts and quarterly in-home visits;
- Activity entry by Support Coordination Agencies shall be able to trigger timelines required by the Chisholm agreement that are monitored by LDH Prior Authorization Liaison (PAL) staff who validate services against the EPOC according to set timeframes (three (3) days, fifteen (15) days, thirty (30) days, etc.); and
- Create and maintain reports for EPSDT Case Management and EPOCs. The EPOC must electronically document and store all information required in the POC.

2.5.4.EPSDT ELECTRONIC PLAN OF CARE

The EPOC shall contain the following components:

- Date of referral to Case Management/Support Coordinator;
- Date of first contact to the Participant;
- Documentation of the Face-to-Face Visit where the following documents were, explained, completed, and given to the Participant:
 - Support Coordination Responsibilities and Participant Rights and Responsibilities;
 - HIPAA & Confidentiality notification;
 - Appeal Process;
 - Complaint Process for filing a report against Support Coordinators and/or providers,
 - Health Standards Complaint Line, 1-800-660-0488;
 - The Medicaid Managed Care Program Assistance Line at 1-888-342-6207 and email at healthy@la.gov;
 - The Medicaid Services Chart. For Participants enrolled in Managed Care, the MCO plan services;
 - Availability of formal and non-formal services; and
 - Checklist of Medicaid services that require Prior Authorization (PA), including, but not limited to, Personal Care Services (PCS), Extended Home Health (EHH) services, Durable Medical Equipment (DME) and supplies, therapy services, and mental health rehabilitation services.

The EPOC must include a Demographics/Contact section that shall contain a field for each of the following:

- Demographics/Contact Information;
- Information about parent or legal guardian and relationship; and
- If the Participant is a competent major, whether the Participant can direct his or her own care.

The EPOC must include Medical/Social/Family History that shall include a field for each of the following:

- Prenatal Health;
- Nature and cause of disability;
- Age of diagnosis and licensed medical professional who made the diagnosis;
- Family Information/ Household composition;
- Any early intervention services for the Participant;
- Past medical history, surgeries, or hospitalizations;
- Assistive devices or Durable Medical Equipment (DME) in use or needed; and
- Evaluation/Documentation.

EPOC shall have the ability to store electronic versions and capture the date of the following evaluations and documents:

- Individualized Education Program (IEP) if receiving Special Education;
- Extended Home Health (EHH) Plan of Care if receiving EHH services;
- Pediatric Day Health Care (PDHC) Plan of Care if receiving PDHC services; and
- Current SOA from OCDD.

Service Needs and Support section of the EPOC shall include the following:

- A field to indicate the need for transition if the Participant will be twenty and a half years old that POC year;
- A field to indicate needed referrals for doctors, including doctors for whom a Participant is overdue for a visit or specialists to whom a Participant needs a referral;
- A field to indicate any needed evaluations;
- A list of identified services with options to select “carried over-resolved,” “family does not want,” or “other” (with space to explain) if a service need is not being requested by the family; and
- A mechanism to indicate which services are needed and the amount of the service that is needed. The following services must be listed in the Contractor’s system for the EPOC:
 - School therapies - Occupational Therapy (OT), Physical Therapy (PT), or Speech Therapy (ST);
 - School Assistive Technology (AT);
 - School Social Worker or Nurse,
 - Personal Care Services (PCS);
 - EHH or Skilled Nursing;
 - PDHC;
 - Community therapies (OT, PT, ST);
 - DME (including one-time DME like wheelchairs, hospital beds or weighted blankets; and ongoing DME like formula, tracheostomy supplies, or gastric-tube supplies;
 - Diapers;

- Applied Behavioral Analysis (ABA) services;
- Home modifications;
- Community Services;
- Redetermination (if SOA expires that POC year);
- OCDD Services (cash subsidy/family flexible fund, family support, respite, or redetermination);
- Behavioral Health Services (psychiatrist, behavioral medications, social workers, counseling, etc.);
- Behavioral Health Rehabilitation - Psychosocial Rehabilitation Services (PSR); Community Psychiatric Support and Treatment (CPST), Crisis Intervention, or Crisis Stabilization;
- Coordinated System of Care (CSOC) Services;
- Any needed evaluations, and;
- Additional Information.

The Additional Information/ Participants section of the EPOC shall include the following:

- Field for listing individuals and providers present at the POC meeting, including the Participant and his or her legal guardian, and sections for electronic signatures for all present at the meeting to sign;
- Field for the Support Coordinator present at the meeting to electronically sign the EPOC;
- Field for the Support Coordination supervisor to electronically sign, indicating that he or she completed the review prior to submittal to Contractor; and
- Field to indicate whether any services that typically require PA tracking are not checked as requiring PA tracking by the Support Coordinator, with a mechanism to document valid reasons for not tracking, as follows:
 - If the PA is issued monthly,
 - If the EHH nurse is the person ordering and tracking medical supplies,
 - If the Participant is on a waitlist - waitlist placement must be confirmed with the provider, and the PAL must be notified before untracking, and/or
 - If the MCO does not require PA for the service, which must be confirmed with the provider/Medicaid Managed Care Case Manager.
- Mechanism to document that the following occurred:
 - Explanation and review of Medicaid Services Chart;
 - Provision of The Services Available to Medicaid Eligible Children Under 21 Brochure;
 - Referral to EPSDT Screening provider; and
 - Identification of how often the goals and support strategies will be reviewed (the minimum requirement is quarterly).

The Approval section of the EPOC shall include the following:

- Mechanism for Support Coordination supervisor's electronic signature to document review of current and prior POC, formal information documents, EPSDT Prior Authorization Service Logs, and Quarterly Reviews.
- Mechanism to alert the Support Coordinator of the thirty-five (35) Calendar Day timeline from the date of linkage/referral within which to submit the approvable EPOC.
- Mechanism to prevent submittal of the EPOC unless all required fields are completed.
- For initial plans, mechanism to attach/ scan assessment data (the current formal documents and all assessments/evaluations and supporting documents from the local government entity's regional OCDD office) and required documents listed on the EPOC.

Typical Weekly Schedule (electronic form) shall be part of the EPOC and shall include the following:

- Field for all approved services that the Participant is currently receiving;
- Field for new services that the Participant is requesting;
- Availability of the following selections for each block in the daily schedule:
 - School
 - Home
 - Other activities (with space for explanation)
- Option to amend the schedule based on the approval, denial, partial denial of services, or any other reason for the change.

2.5.5.EPSDT PRIOR AUTHORIZATION TRACKING LOG

The Contractor shall create and maintain electronic EPSDT Prior Authorization Tracking Logs. The EPSDT Prior Authorization Tracking Log shall be electronically connected to the EPOC. Each EPSDT Prior Authorization Tracking Log shall indicate whether the PA request is an initial request, a renewal request, or a request for a change in service.

The EPSDT Prior Authorization Tracking Log's function is to track the status of a CCM's PA request, including when the PA request is made, when the PA request is submitted to the FI, and when a decision on the PA request has been issued; the development of and assistance with a reconsideration request; and the filing of a request for an Appeal. The EPSDT Prior Authorization Tracking Log shall contain fields where the following will be documented:

- Appeal assistance was offered/provided to the Participant and that the Appeals brochure was provided;
- The date that the PA request was received; and
- Ongoing tracking information relating to the status of the PA request/service including:
 - Tracking of the status of a CCM's PA request, including when the PA request is made, when the PA request is submitted to the FI, and when a decision on the PA request has been issued; the development of and assistance with a reconsideration request; and the filing of a request for an Appeal;
 - Tracking of the expiration date of a prior authorized service and the deadline by which to submit a new PA request to continue the service without delivery gaps;
 - Type of Service and Amount;
 - Date of PA Request and Date of Choice of Provider (COP);
 - Provider Name;
 - Date of Referral to Provider (within three (3) Calendar Days of date of COP);
 - Required Provider Contacts;
 - Date that the PA packet is submitted to FI/MCO;
 - Date that the PA packet request is received/Not received;
 - Date of Referral to PAL (if required);
 - PA Date of decision; and
 - Date that the PA notice is received.

The EPSDT Prior Authorization Tracking Log shall contain functionality to create alerts and reminders that trigger Support Coordination activities required for the Chisholm Class. The following reminders/alerts to the Support Coordinator shall be included in the EPSDT Prior Authorization Tracking Log:

- Reminders to the Support Coordinator to notify the provider to submit a PA request forty-five (45) to sixty (60) Calendar Days prior to the PA end date in order to assure continuation of services. For CCMs enrolled with an MCO, the timeline is twenty (20) to sixty (60) Calendar Days prior to the PA end date.

- An alert on or before fifteen (15) Calendar Days from the date of the referral, and again at thirty-five (35) Calendar Days after the referral if a PA decision has not been issued, a reminder or alert to trigger the Support Coordinator to contact the provider to confirm that the provider is working on the request and whether any assistance with gathering information is needed, and/or to contact the provider and ask whether the request has been submitted to BHSF or to the MCO, as applicable.
- An alert that tracks the CCM's PA requests and the status of those requests. System shall alert the Support Coordinator of the thirty-five (35) Calendar Day deadline and trigger the LDH PAL via electronic PAL referral equipped with electronic signature, with a second alert to trigger an LDH PAL referral on the sixtieth (60th) Calendar Day if the PA decision is not issued, and to document that assistance was provided to obtain documentation needed for a PA request.
- A reminder or alert to send an electronic referral to PAL to inform the CCM about the right to change providers on or before thirty-five (35) Calendar Days from the date of referral to the provider, and again at sixty (60) Calendar Days from the date of referral if a PA packet has not been submitted by the provider.
- Alerts to the Support Coordinator of the expiration date of a prior authorized service and the deadline by which to submit a new PA request to continue the service without delivery gaps.
- Tracking of CCM's PA requests and the status of those requests. The system shall alert the Support Coordinator of the thirty-five (35) Calendar Day deadline and trigger the LDH PAL via electronic PAL referral equipped with electronic signature, with a second alert to trigger an LDH PAL referral on the sixtieth (60th) Calendar Day if the PA decision is not issued.
- An alert for the purpose of tracking the deadline to request an Appeal on or before twenty (20) Calendar Days after the date of the denial notice, and to alert again at sixty (60) Calendar Days from the date on which the PA notice is received.

2.5.6.EPSDT SERVICE LOG

The Contractor shall create and maintain an EPSDT Service Log that shall be used by the Support Coordinator to document activities such as phone contacts, home visits, and follow-up contacts related to requested services.

- A separate EPSDT Service Log must be generated to document activity related to a specific requested prior authorized service as identified on the EPSDT Prior Authorization Tracking Log.
- Each EPSDT Service Log shall document receipt of the approval, denial, or reduction of services.
- Each EPSDT Service Log shall document the actual service needed or item needed for all prior authorized services.
- Each EPSDT Service Log shall document all contacts with the following:
 - Participant;
 - EPSDT Provider, for initial contact;
 - EPSDT Provider for follow-up contacts at a minimum by fifteen (15) and/or thirty-five (35) Calendar Days from the date of referral to the provider;
 - MCO Case Manager;
 - PAL for EPSDT PAL Referrals, if PA packet has not been submitted by thirty-five (35) Calendar Days from the date of referral to the provider;
 - PAL for EPSDT PAL Referrals for untimely PA notice, if PA decision was not received by Support Coordinator from the FI or MCO by sixty (60) Calendar Days from the date of referral to the provider;
 - Contractor; and
 - LDH Program Staff.

The Contractor shall:

- Maintain active client lists.

- Maintain required actions and tracking such that reminders are issued to LDH staff to provide follow-up contact to the provider for the provider to submit PA packet to the FI or to the MCO plan as necessary.
- Develop reporting in coordination with LDH. At minimum, the Contractor shall be able to generate all reports listed in *Attachment R. EPSDT Electronic Plan of Care Reports List and Data Elements*.
- Review and approve POCs according to guidelines in the EPSDT Support Coordination Manual.
- Coordinate with LDH staff to update the EPSDT Support Coordination Manual annually and as needed.

2.5.7.EPSDT CASE MANAGEMENT TRAINING

The Contractor shall:

- Conduct an annual in-person training for EPSDT Support Coordination Agency supervisors and designated trainers as required by LDH. Contractor responsibilities shall include the following functions:
 - Preparing training documents, including handouts, power point presentations, etc.;
 - Responding to requests for additional information related to CCM as requested by LDH;
 - Maintaining documentation of initial orientation and annual training for all Support Coordinators; and
 - Maintaining use of the current toll-free number as a helpline for EPSDT Participants. The Contractor shall forward problems and complaints to the LDH program managers when such problems:
 - Are unable to be resolved by the Support Coordination Agency or with a change in Support Coordination Agency; and
 - Result in imminent harm to the CCM.

2.6. ELECTRONIC VISIT VERIFICATION

The Contractor shall provide, implement and support an EVV system that:

- Complies with all requirements of the 21st Century Cures Act including collection of EVV data using Global Positioning System (GPS) technology;
- Directly integrates with the Prior Authorization system and interfaces with Medicaid's Fiscal Intermediary;
- Incorporates [CMS' outcomes-based certification criteria](#) during system development and achieves CMS certification within 12-months after the go-live date;
- Successfully incorporates LDH policy rules identified in *Attachment S. EVV Policy Rules*; and
- Provides users real-time access to service data in the system.

The EVV system will be utilized to record the following services:

- Personal Care Services.
- Vocational and day/center-based services including transportation, as applicable.
- Support Coordination.
- Supported Independent Living (SIL) services.
- Home Health Care Services (HHCS) including skilled nursing.
- Community Psychiatric Support and Treatment (CPST) and Psychosocial Rehabilitation (PSR) services.
- Visits conducted by the LTC Access Contractor and the LDH Compliance and Audit Team.

The EVV system shall have the ability to map EVV data points and make this data available to users. Specifically, functionality shall allow:

- Flag the home location of the Participant using the reported home address.
- Mapping of services by Participant, worker, and provider agency.
- Mapping of required Support Coordination and SIL service contacts for the purpose of validating provider payments for these services.
- Mapping that includes the margin of error measurement for each recorded check-in/out EVV data point to indicate the degree of certainty for the GPS recorded location.

The EVV system shall provide a mechanism for providers to manually enter and edit services.

- Each manual entry and edit should record the name and location of the user making the entry/edit. The user's external facing IP address shall be used to capture the location.
- The Contractor's system should track and preserve all iterations of edited service records including the date and time of the edit, the user making the edit, and the location of the user making the edit. This data shall be maintained in the system to ensure a complete audit trail is available for all edited service records including all clock-ins, clock-outs, manual entries, and manual edits.
- Each manual edit and entry into the system shall require the Provider to provide a reason the services were not reported through EVV.

The Contractor shall provide a response file to all providers reporting services through the EVV system including any services that were manually entered or edited. This file is required to contain all data elements needed to submit billing to the FI. Reference *Attachment L. EVV Provider Response File* for listing of required data elements.

2.6.1.EVV DATA AGGREGATOR REQUIREMENTS

The Contractor shall provide data aggregator functionality and services in order to incorporate EVV data from LDH providers and Contractors.

The following LDH providers and contractors will bridge to the Contractor's system:

- Current and future licensed provider agencies who electively contract with their own EVV vendor and collect services within their vendor's system, and
- Contracted Fiscal/Employer Agents in the State's self-direction program who use an existing EVV solution incorporated into their internal system.

The Contractor shall work with these entities and their third party EVV vendors to:

- Establish a data bridge per LDH requirements and policies. *Attachment U. EVV Data Bridge Elements* details the data elements that shall be collected, stored, and reported by the EVV system;
- Ensure the third party vendor demonstrates the ability to transmit error-free test files prior to approving a data bridge;
- Ensure all data points required by LDH are captured in the third party vendor's file going forward;
- Process service records received through the data bridge against all applicable Post Authorization requirements and issue a response file indicating which services are authorized for billing. For any services not authorized, the reason for the denial should be included on the response file;
- For service providers who are contracted with one of the MCOs, the Contractor shall provide a response file to each MCO detailing their providers' compliance with EVV. The Contractor shall allow MCO staff access to the EVV system to facilitate their care coordination and program integrity activities;
- The Contractor's system shall provide a means for providers to electronically log connectivity forms to document service addresses where a provider reports that cellular and internet connectivity is unavailable. The provider will be required to resubmit forms annually, if

connectivity problems persist, and all forms will be approved by LDH. The Contractor's system shall provide functionality for LDH to approve these forms. The EVV system should incorporate service addresses from logged and approved forms and allow manual entry of services for these instances;

- The Contractor shall monitor each provider's compliance with LDH's requirements for EVV and, if found to be out of compliance, will not authorize services for payment in accordance with LDH policy identified in *Attachment S. EVV Policy Rules* as part of the Post Authorization process;
- For all providers except those noted below, the Contractor shall not release services for payment to the FI until the provider has demonstrated compliance; and
- For providers of EPSDT Personal Care Services (PCS), HHCS, PSR and CPST, the Contractor is not responsible for prior authorizing these services. The Contractor shall incorporate Prior Authorization data from the FI into the EVV system. For the purpose of Post Authorization, the Contractor shall submit compliance information for fee-for-service providers to the FI and for managed care providers to the appropriate MCO.

2.6.2.EVV SERVICE AUDITS

The EVV system shall provide a Services Audit tool to capture potential fraudulent services and out-of-State services. The Services Audit tool will be accessible to LDH users.

The Contractor shall:

- Use the latitude, longitude and degree of accuracy to determine service locations with a GPS margin of error less than five hundred (500) feet.
- Pull the top thirteen (13) Participants for OAAS, OCDD, and EPSDT PCS services with the most service audits outside the degree of accuracy, using a three hundred sixty-five (365) Calendar Day window.
- Conduct a prescreening prior to sending the service audits to the program offices for review. The Contractor shall complete the following steps as part of the prescreening process:
 - Ensure the mapping software (i.e. Google) has correctly mapped the home/service address; if not mapped correctly close out the case noting in the system that the home/service address was not correctly mapped;
 - Work with the SC/LTC Access Contractor to ensure the address on file is accurate; if incorrect address or if the Participant has moved the case is closed out; and
 - Review all possible prior addresses for the Recipient and will exclude these addresses in their screening.
- Notify the provider agency supervisor within two (2) Business Days if a clock in/clock out has occurred out-of-state. The provider agency supervisor should receive an alert stating, "*[(Direct Service Worker) Name] working with [Participant Name], clocked in and/or out in [list the state]. Please review this service and determine if out-of-state service is appropriate/valid. If this record is invalid, please void the record.*"
- Display EVV services via mapping software showing the clock-in and clock-out points.

LDH users shall have the ability to view client specific details including:

- Client Name;
- Social Security Number;
- Waiver Type;
- Address including city, state, and zip code;
- Direct Service Provider Name;
- Support Coordination Agency Name (if applicable); and
- Service Audit Date Range.

The Contractor's system shall:

- Display detailed notes on all actions taken for each individual service audit entry.
- Allow LDH users to assign an audit entry to other users for further review (i.e. OAAS and OCDD staff, Program Integrity [PI] staff). When cases are assigned to PI:
 - the service audit entry should fall to the bottom of the list; and
 - the "status" of the audit entry should reflect "Program Integrity".
- Allow PI staff to close a case and enter a justification for case closure.
- Once closed, the service audit entry should fall to the bottom of the list.

Additional details for the Service Audit are provided in *Attachment S. EVV Policy Rules*.

2.6.3.OTHER EVV REQUIREMENTS

The Contractor's EVV system shall:

- Be accessible by all major web browsers including, but not limited to, Internet Explorer, Edge, Safari, Google Chrome, Mozilla, and Amazon Silk or, if available via application, supports integration with all brands and types of smart devices.
- Be mobile friendly and be accessible from any mobile device, cell phone, tablet, laptop, or personal computer that has Wi-Fi access or cellular connectivity and has an internet browser installed.
- Include a messaging system for direct service supervisors and Direct Service Workers (DSW) to use to send and monitor messages to and from staff.

2.7. GENERAL/OTHER REQUIREMENTS

The Contractor shall work with the State and agree to the required timelines for delivery of all reporting functions. Although the State has indicated the reports that are required, the Contractor may suggest additional reports. The State also reserves the right to require additional reports beyond what is included in this document. All report formats must be approved by the State. Reports require State approval before being considered final.

The Contractor is invited to submit additional optional features, if any, not discussed herein, that may be pertinent to the Department's needs.

The Department, at its option, may require the Contractor to tailor the system to specific Waivers/services. These requests shall be transmitted and approved through a change management tracking system approved or selected by the Department. No system changes shall be processed by the Contractor without Departmental approval via the change management tracking system. If there are additional costs associated with these configurations or changes, they will be negotiated between the Contractor and LDH and formalized in a written amendment to the contract, which require approval by the Office of State Procurement.

2.7.1.CHANGE ORDERS AND AMENDMENTS

For purposes of this RFP, a "Change Order" shall mean an agreement between the parties to change approved requirements or design that can be completed within the scope and resources applicable within the context of the RFP and the contract; and an "Amendment" shall mean an agreement between the parties to modify, reduce, or expand the scope of work and/or to modify, reduce, or increase the fees and/or expenses set forth in this RFP and the contract. Either party may request a Change Order or an Amendment by providing the other party with a documented change order or amendment request detailing: (i) the requesting party (i.e., the Contractor or LDH); (ii) the rationale supporting the request, (iii) the urgency of the request; (iv) as applicable, the proposed changes to the scope of the work or estimated timing of delivery; (v) as applicable, the proposed increase or decrease to the (or additional) fees and/or expenses. A party having received a change order or amendment request shall consider the terms of the request in good faith and within a reasonable timeframe (given the known circumstances of such request), but shall be under no obligation to agree to, or make a counter-proposal to, such request. No Change Order or Amendment shall be effective until and unless the corresponding change order request or amendment document in which the change is described is executed by the parties. According

to # 18 of the attached CF-1, all Change Orders must be in writing and all Amendments must be reviewed and approved by the Office of State Procurement.

2.7.2.USER TRAINING

The Contractor shall provide the following in regard to user training:

- Both in-person and remote training opportunities for users, including both LDH and non-LDH users before the contract go-live date and as needed.
- The Contractor shall develop training modules and manuals for providers that include instructions for using the system, user password confidentiality requirements, a process for provider agency supervisors to establish and maintain user accounts at their agency, and a description of minimum hardware and software requirements for the system.
- Ongoing user training on existing or changes to data systems for Support Coordination and service providers of all populations, including LDH program staff representatives.
- A test system or non-production environment for the system’s EVV and service reporting module for the purpose of training users that incorporates “dummy” provider and Recipient data. This testing environment is critical in assisting providers during both the initial onboarding of workers/employees and ongoing for any new hires to ensure that they have opportunities for hands-on training that will mimic the live production site.

2.7.3.TECHNICAL SUPPORT HELPDESK

The Contractor shall provide user support and a technical support helpdesk that is accessible by phone or email Monday through Friday from 8:00 AM-5:00 PM Central Time except for state holidays as determined by LDH. Unanswered calls should have no more than a two (2) minute wait before rolling over to an automatic messaging system. The messaging system must provide the option for caller to leave a number for a returned call. Calls and emails must be returned within one (1) Business Day.

The Contractor shall provide technical assistance to providers regarding Prior Authorization and Support Coordination billing code denials issued by the Fiscal Intermediary for the following error/edit codes:

- 190: Prior Authorization number not on file,
- 191: Procedure requires Prior Authorization, and
- 194: Claim over Prior Authorization limits.

2.7.4.COMMUNICATIONS DASHBOARD

The Contractor’s system shall contain a communications dashboard available and visible to all users upon logging into the system. This dashboard will host important provider communication and notices issued by LDH. All postings shall remain in the dashboard or may be stored in an archive that is accessible to users for items older than twelve (12) months.

2.7.5.LOCAL OFFICE

The Contractor shall establish and maintain a local office in Baton Rouge, Louisiana. This office must have the ability to accommodate in-person provider trainings including seating and computer workstations for at least fifteen (15) individuals.

2.7.6.REQUIRED MEETINGS

The Contractor shall participate in standing and ad hoc meetings with LDH. LDH will stipulate whether virtual or in-person attendance and if any additional Contractor staff beyond the Project Manager are required at least three (3) Business Days in advance of each meeting.

- EVV workgroup meetings are held bi-weekly to discuss EVV implementation and ongoing issues. The Contractor Project Manager’s attendance is required.
- Monthly touch-base meetings will be held with BHSF, OAAS, and OCDD to discuss system change orders, policy updates, Waiver offer allocation, reporting needs, and other items related to requirements listed in the Statement of Work. The Contractor Project Manager’s attendance is required.
- OAAS and OCDD provider and Support Coordinator meetings are scheduled quarterly and LDH may require the Contractor Project Manager’s attendance.

2.8. TECHNICAL REQUIREMENTS

The Contractor shall provide for the following technical and security requirements related to the Contractor's system:

- Assume and maintain the technology infrastructure including hardware, software, cloud hardware, web servers, Secure File Transfer Protocol (SFTP) site, and secure email systems, along with experienced staff, to maintain all inter-related data systems.
- Ensure system compliance with all HIPAA (*see Attachment D. HIPAA Business Associate Addendum*) and CMS security requirements.
- Provide system architecture that is configurable to support multiple programs or services which have different policies and procedures, reimbursement rates, and business rules, all of which are subject to change during the contract period in response to State and Federal regulations, budget appropriations, court proceedings, and other factors.
- Provide for role-based access controls that allow the Department, Support Coordinators, providers, and other user types designated by the Department to create user roles and assign access to user roles to ensure users are able to view appropriate levels of data. For instance, Support Coordination Agencies serve Recipients across multiple provider agencies and should be able to access information across provider agencies, but only for those individuals that the Support Coordination Agency serves.
- Provide users the option for their password to be made visible when logging in to prevent unnecessary lock-outs.
- Transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- Governance processes for on-going management of the proposed solution and address not only ongoing change management, data management, and technical management, but also cover software upgrade and end-of-life planning and strategies.

The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully develop and implement the services detailed in this RFP. Regarding software licenses that must be purchased, the State must own all software required to operate the proposed solution, and reserves the right to procure any or all software outside of the contract.

For a SaaS solution, the Contractor shall deposit source material with an Escrow Agent within thirty (30) Calendar Days of receipt of initial payment and upon each major production release thereafter. Source material consists of the program source code; technical and design documentation; product information for any required third-party software, tools, and libraries; and detailed program and system build instructions sufficient for an Escrow Agent to successfully compile the source code and install, configure, and functionally test the system without Contractor assistance. The Contractor will choose an Escrow Agent that is acceptable to the State. The terms and conditions of any proposed escrow agreement must be mutually agreed to by the Contractor, State, and Escrow Agent.

The Contractor must adhere to State and Federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.

Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.

Any confidential information must be encrypted to FIPS 140-2 standards whether at rest or in transit. Furthermore, the Contractor must establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data supplied by LDH and to prevent unauthorized use of

or access to it. Any suspected, attempted, or successful breach of security must be reported to LDH and the OTS Information Security Team as soon as practical, but no later than forth-eight (48) hours after the event.

The Contractor will cooperate with the State in matters related to the retention, return, and/or disposal of data provided to it by the State. Furthermore, the Contractor will cooperate with the State in the development and execution of any data sharing agreements that may arise from the performance of the contract.

Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA Part 164).

Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.

All Contractor utilized computers and devices must:

- Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
- Have installed all security patches which are relevant to the applicable operating system and any other system software.
- Have encryption protection enabled at the Operating System level.
- Any custom software development must adhere to the requirements in *Attachment T. System Development Requirements*.

2.9. TRANSITION PLAN

Upon notification of the award, the successful Proposer must work with LDH to ensure connectivity of all information technology systems and to make adjustments to any of the successful Proposer's business operations necessary to implement the services described in this RFP.

Within sixty (60) Calendar Days of award, the successful Proposer or Contractor must complete an implementation plan that includes all tasks, action steps, timelines, and responsible parties for all requirements contained in this RFP. The successful Proposer or Contractor must detail a transition plan to 1) integrate all provider, Recipient, and service data into the Contractor's system; 2) complete all required customizations and requirements listed in the RFP; and 3) account for a testing and readiness review phase to ensure all deliverables are met prior to the contract "go-live" date. As part of the readiness review, the Contractor shall:

- Lead User Acceptance Testing to provide an opportunity for LDH and Contractor staff to determine the adequacy of the system's design and functionality in accordance with the requirements and business rules outlined in this RFP.
- Facilitate a presentation to LDH staff where business rules, customizations, and functionality required by this RFP are demonstrated.

2.10. TURNOVER PLAN

The Contractor shall be responsible for all requirements listed in this RFP up to the date of termination of contract.

The Contractor shall develop a turnover plan within one hundred eighty (180) Calendar Days of award, acceptable to BHSF in its sole discretion. The turnover plan and any modification or updates must be prior approved by BHSF. The turnover plan must be updated at least annually. The objective of the turnover plan is to provide for an orderly and controlled transition of the Contractor's responsibilities to a successor contractor at the conclusion or termination of the contract period and to minimize disruption of services provided to the State.

3.0 EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted by an Evaluation Team according to the following.

3.1. EVALUATION CRITERIA AND ASSIGNED WEIGHTS

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Additionally, the State may consider any relevant information about any proposer known or discovered by LDH.

The evaluation will be conducted according to the following:

EVALUATION CRITERIA	MAXIMUM SCORE
Corporate Experience including Company Background/Experience and Organization	14
Approach and Methodology including Innovative Concepts, Project Work Plan, and Additional Information.	42
Proposed Staff Qualifications	7
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none">Up to 10 points available for Hudson-certified Proposers;Up to 12 points available for Veteran-certified Proposers;If no Veteran-certified Proposers, those two points are not awarded. See Section 3.3 for details	12
Cost	25
TOTAL SCORE	100

Proposer must receive a minimum score of thirty-one and five-tenths (31.5) points, which is fifty percent (50%) of the total available points in the technical categories of Corporate Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Cost Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. Scoring will be based on a possible total of one hundred (100) points. The Proposer with the highest overall score will be recommended for award.

3.2. COST EVALUATION

The Proposer with the lowest total cost shall receive twenty-five (25) points. Other Proposers shall receive points for cost based upon the following formula:

CCS = (LPC/PC)* 25

CCS= Computed Cost Score (points) for Proposer being evaluated

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

The assignment of the twenty-five (25) total points based on the above formulas will be calculated by a member of the LDH staff.

3.3. VETERAN AND HUDSON INITIATIVE PROGRAMS PARTICIPATION

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers’ evaluation score as follows:
- B. Proposer Status and Allotment of Reserved Points

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through

certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

4.0 PERFORMANCE STANDARDS

4.1. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

In the event the Contractor fails to meet the performance standards specified within the contract, the Liquidated Damages defined below may be assessed. If assessed, the Liquidated Damages will be used to reduce the Department’s payments to the Contractor or if the Liquidated Damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of Liquidated Damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of Liquidated Damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may reassert the assessment of Liquidated Damages, even following contract termination.

#	Performance Standard	Liquidated Damages
1.	Contractor shall make available all required reports in accordance with stated timeliness requirements outlined in <i>Attachment P. Reporting</i> .	A one hundred dollar (\$100) charge to the Contractor per report for each Calendar Day after the report due date through the date the report is received or made available to LDH.
2.	The Contractor shall fill vacant contractually required key staff positions within ninety (90) Calendar Days. While vacant, the Contractor must still provide coverage for the responsibilities associated with the staff position.	A five hundred dollar (\$500) charge to the Contractor for each Business Day from the ninety-first (91 st) Calendar Day after the vacancy through the date the vacancy is filled.
3.	The Contractor shall submit invoices timely.	A one-hundred dollar (\$100) charge to the Contractor per invoice for each Business Day after the due date through the date the invoice is received.
4.	The Contractor’s system must have a monthly uptime of ninety-nine and five-tenths percent (99.5%) or greater, 24/7/365, with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime shall be communicated and agreed to by LDH. Downtime must not exceed eight (8) hours per scheduled event, unless agreed upon by LDH. The Contractor shall supply a monthly system uptime report to LDH.	A one thousand dollar (\$1,000) charge to the Contractor per occurrence for uptime less than ninety-nine and five-tenths percent (99.5%) but greater than or equal to ninety-nine percent (99%). A two thousand five hundred dollar (\$2,500) charge to the Contractor per occurrence for uptime less than ninety-nine percent (99%).
5.	The Contractor shall provide the required Transition and Turnover plans for approval by the stated deadline following contract award.	A one thousand dollar (\$1,000) charge to the Contractor per plan for each Business Day after the due date through the date the plan is received.
6.	The Contractor shall submit deliverables in the approved transition and turnover plans according to the timelines in the plans.	A five hundred dollar (\$500) per Business Day charge for failure to meet transition and turnover plan deliverables.
7.	The Contractor shall attend all meetings as required by LDH if advance notice is provided. LDH will stipulate whether in-person or remote/virtual attendance is required. Advance notice is defined as at least three (3) Business Days prior to the meeting start time.	A two hundred fifty dollar (\$250) charge to the Contractor per occurrence.
8.	System change orders/requests shall be implemented by the mutually agreed upon due date.	A five hundred dollar (\$500) per Business Day charge for orders/requests not completed by the due date.
9.	The Contractor shall submit data files necessary for Prior Authorization, Post Authorization, and EVV activities in accordance with the requirements outlined in the RFP.	A one thousand dollar (\$1,000) charge per occurrence will be charged to the Contractor for failure to submit files as required in Section 2.0, Scope of Work/Services.

If the Contractor fails to meet a performance standard more than three (3) times during the contract period, the State may require the Contractor to submit a corrective action plan and may increase the amount assessed for liquidated damages under that performance standard up to one hundred percent (100%).

For any violation of deliverables and/or requirements not explicitly described in the above table, LDH may impose Liquidated Damages in an amount up to two thousand five hundred dollars (\$2,500) per occurrence per Calendar Day.

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; and e.) The “good faith” exercised by the Contractor in attempting to stay in compliance.

4.2. ACTUAL DAMAGES

The Contractor shall authorize services in accordance with LDH business rules as outlined in this RFP. The Contractor will be held accountable for and must reimburse BHSF for any claims paid as a result of any error on the Contractor's part, which exceed or do not comport with the service limitations or prior authorized amount.

4.3. PERFORMANCE MEASURES/EVALUATION:

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by LDH. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. LDH may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.4. VETERAN AND HUDSON INITIATIVE PROGRAMS REPORTING REQUIREMENTS

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT A: LOUISIANA VETERAN/ HUDSON INITIATIVE PROGRAMS

Veteran-Owned And Service-Connected Small Entrepreneurships (Veteran Initiative) And Louisiana Initiative For Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:IX.Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <https://www.doa.la.gov/doa/osp/hudson-se-veteran-initiatives/>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

ATTACHMENT B: CERTIFICATION STATEMENT

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 complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
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 ninety (90) Calendar Days from the date of Proposer's signature below.
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) Calendar Days from the date of delivery of initial contract in which to complete contract negotiations, if any, and fourteen (14) Calendar Days from the date of delivery to 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 twenty-five thousand dollars (\$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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).
7. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) Calendar Days of such notification.
9. In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or take any other action intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to

-
- accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting action. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

ATTACHMENT C: SAMPLE CONTRACT (LDH-CF1) REV. 2019-08-07

LDH - CF - 1

Revised: 2019-08-07

CONTRACT BETWEEN STATE OF LOUISIANA LAGOV:
LOUISIANA DEPARTMENT OF HEALTH LDH:

Agency #

AND

FOR

☐ Personal Service ☐ Professional Service ☐ Consulting Services ☐ Social Services ☐ Governmental (State/Agency) ☐ Governmental (Local)

RFP NUMBER (if applicabl

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID# State LDR Account #
2) Street Address	6) Parish(es) Served
City 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 e Stat Zip Code	8a) CFDA#(Federal Gran) #

9) Brief Description Of Services To Be Provided:

10) Effective Date	11) Termination Date
--------------------	----------------------

12) Maximum Contract Amount

13) Estimated Amounts by Fiscal Year

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:

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Last 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 contract, the Contractor hereby agrees to the following terms and conditions:

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; 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, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

2. **Confidentiality:** 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. **Auditors:** 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 five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, 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 LDH 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 Louisiana Department of Health, 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 LDH Office**.

4. **Record Retention:** 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. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All 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 the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** 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 State Procurement.
7. **Taxes:** 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.

8. **Insurance:** 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 Louisiana Department of Health, 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.
9. **Travel:** 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.
10. **Political Activities:** 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.
11. **State Employment:** 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.
12. **Ownership of Proprietary Data:** 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.
13. **Subcontracting:** 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 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.
14. **Conflict of Interest:** Contractor warrants that 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. 42:1113.
15. **Unauthorized Services:** 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.
16. **Fiscal Funding:** 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 \$2,000, the Division of Administration, Office of State Procurement.

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. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.

- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. **Amendments:** 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 the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. 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.
19. **Non-Infringement:** 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 LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH 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. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period 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 LDH 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. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, 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 R.S. 40:1237.1 et seq. 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 LDH.
22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
35. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
36. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
37. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
38. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

STATE OF LOUISIANA DEPARTMENT OF HEALTH**SIGNATURE****DATE****SIGNATURE****DATE**

NAME**NAME**

TITLE**TITLE**

SIGNATURE**DATE****SIGNATURE****DATE**

NAME**NAME**

TITLE**TITLE**

Rev. 06/2016

HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - a. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 CFR Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 CFR § 160.103.
 - c. The term “security incident” has the same meaning as set forth in 45 CFR § 164.304.
 - d. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 CFR § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules
and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including 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 LDH.
7. In accordance with 45 CFR § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create,

receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.

8. Contractor shall, within three (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.

Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach

Notification Law, La. R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 CFR Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).

10. Contractor shall make available such information in its possession which is required for LDH 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 LDH 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.

11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.

12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.

13. 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 LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.

14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be

deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.

16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
 17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) 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 shall 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.
-

ATTACHMENT E: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT F: COST PROPOSAL TEMPLATE

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in the disqualification of the proposal.

Instructions:

Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in this RFP. Please provide total cost for design, development, and implementation and costs for each cost category for years 1-3 in the template below. This amount shall be fully burdened with all costs for the provision of services.

Cost Category	Cost (one time)		
Design, Development, and Implementation Costs			
Cost Category	Year 1 Cost	Year 2 Cost	Year 3 Cost
Prior & Post Authorization			
RFSR			
EVV			
Data Management/Reporting and Chisholm Requirements			
User/Technical Support			
Miscellaneous Charges			
Total			
	Cost		
Design, Development, and Implementation Costs			
Years 1-3 Total Cost			
Grand Total			

**ATTACHMENT G: ENTERPRISE ARCHITECTURE INTEGRATION REQUIREMENTS FOR
ENTERPRISE/ STATEWIDE SYSTEMS**

1. Overview

The State has made a significant investment in a hardware and software platform to form the foundation for development and hosting of statewide enterprise systems. The Enterprise Architecture (EA) platform consists of seven core components hosted on a hyper converged infrastructure spanning two State-owned data centers in an active-active configuration. This highly available platform (99.99% uptime) should be utilized for all enterprise or mission critical applications. The State has employed the core concepts of the software defined data center (SDDC); converging storage, networking, and compute resources into a single lifecycle model.

The platform is monitored through the coordinated use of the following tools: infrastructure and network monitoring, application performance monitoring (APM), security information and event management (SIEM), and log aggregation. This suite of tools allows the State to track and monitor the overall health and operation of the platform and to quickly respond to performance demands. A significant investment has been made in a DevOps approach and tooling including IT build and deployment automation.

In addition to the EA platform, the EA initiative provides for standardization of other areas of the software development lifecycle (SDLC). The State provides tools for project management, requirements definition, risks, issues, and other project documentation and artifacts. Contractors must use these State provided tools as part of the project management lifecycle.

2. Operations and Governance

The EA is designed on Information Technology Information Library (ITIL) v3 and The Open Group Architectural Framework (TOGAF) v9.1 frameworks. Integrating solutions shall adhere to the State's EA governance processes, which includes:

- Change and Release Management
- Changes to Production must be submitted to the State's EA Change Control Board (CCB) for evaluation
- Performance Management
- Monitor and Report on Key Performance Indicators in accordance with Industry Best Practices
- Real-time Business and IT dashboards will be published
- Integrating systems shall define uptime and performance SLAs as part of any resulting contract
- Incident and Problem Management

Any event that results in the violation of a Service Level Agreement (SLA) will require a Root Cause Analysis to be performed and reported to the State's EA CCB.

3. Availability Management

High Availability and Enterprise Business Continuity and Disaster Recovery Plans (eBC/DR) will be tested and certified annually. eBC/DR plans will align with agreed upon Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)

In alignment with TOGAF, the Integrator will align their solution with the State's Data, Application, and Infrastructure Architectural Domains. All artifacts will be maintained and update as required to reflect changes to both business strategy and IT technologies.

4. Software

The components include the following:

- **Identity Access Management/Single Sign On (IAM/SSO)** - All users, both internal and external, are validated through a common security portal using Security Assertion Markup Language (SAML) for authorization and authentication. Users maintain a single account for use across all consuming systems. The use of JSON Web Tokens (JWT) has also been approved.
- **API Gateway (APIGW)** – Applications communicate through the APIGW to access other enterprise components and to integrate via web services (SOAP or RESTful) to systems both inside and outside of the State's network.
- **Enterprise Service Bus (ESB)** – The ESB provides API connections to legacy applications and mainframe systems in addition to providing support for process queues. Access to the ESB is done via web services (SOAP or RESTful) or through message queues.
- **Master Data Management (MDM)** - Stores common, shareable, reusable records, such as for an "entity" or a "person", to improve data integrity within and across applications statewide.
- **Data Warehousing (DWH)** – Statewide data storage system that allows for cross application or even statewide reporting of information.
- **Electronic Document Storage (EDMS)** - Document storage system that allows flexible and scalable storage of a variety of file types.
- **Consumer Communications** - Allows for the production and distribution of internal and external communications via print, email, and SMS. The Consumer Communications component fully integrates into the State's Enterprise Print Center for print and mail fulfillment.
- **Business Rules Engine (BRE)** - Creates and maintains the rules that underlie the decision logic within an application.

In addition to these components, the EA system uses many software systems for reporting, monitoring, file transfers, workload scheduling, work management, application lifecycle management, and other ancillary functions.

5. Key Goals

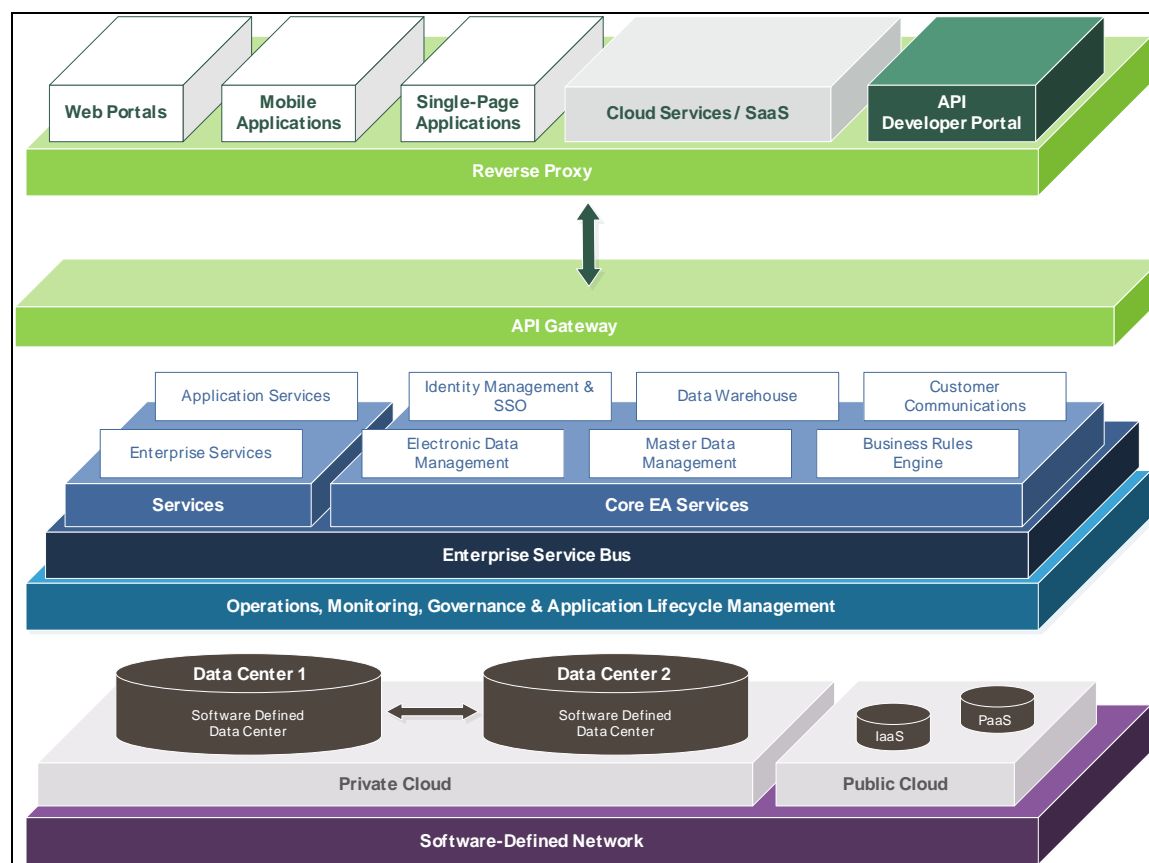
The consuming application platform is irrelevant to the use of the EA component except in the methodology used to integrate. State standards require custom built, transfer, or non-COTS/SaaS systems to be developed in C#/.Net although other integrations may exist.

All applications or systems integrating into the EA platform must integrate into these components using standard SOAP/REST APIs or connectors or message queues within the ESB or APIGW.

All applications or systems integrating into the EA platform must integrate with the Identity Access Management /Single Sign On, API Gateway, and/or Enterprise Service Bus components, irrespective of which of the other components will be used.

All integrations must be reviewed and approved through the State's governance processes.

6. Conceptual EA Model

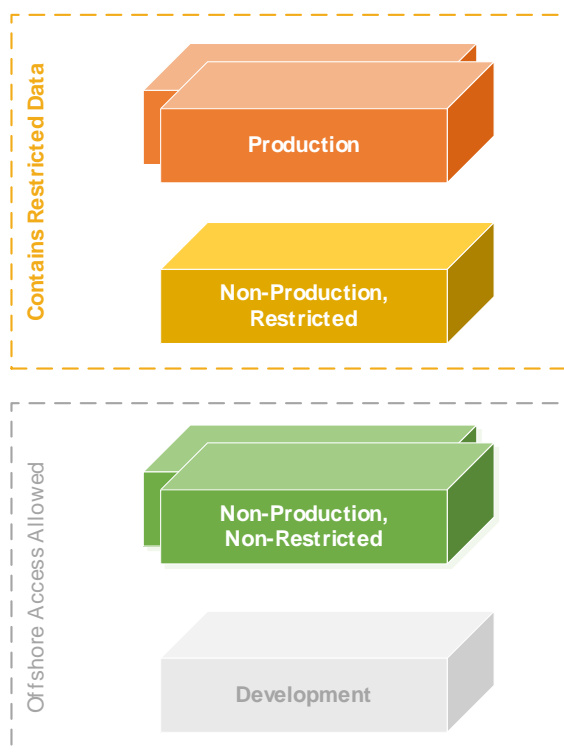


7. Environments

The EA system provides three environments into which consuming systems to integrate. These environments are separated according to the data classification of any data processed by consuming systems, according to the data classifications rules in the OTS Information Security Policy. The three environments are:

- **Production (PROD)** – Contains all production systems. The use case for this environment is for any production system. This environment is highly available, in an active/active configuration.
- **Non-Production/Restricted (NPR)** – Contains non-production systems which consume or process restricted information. Use cases for this environment include User Acceptance Testing (UAT), Staging, and Conversion.
- **Non-Production/Non-Restricted (NPNR)** – Contains non-production systems which consume or process non-restricted information. Use cases for this environment include Development, System Integration Test (SIT), and Training. This environment is highly available, in an active/active configuration.

Additionally, the EA system has a single **Development (DEV)** environment which is not exposed for consuming system use. The Development environment is used for testing EA platform upgrades, hardware and software updates, and other system changes.



8. Technology Stack

a. Infrastructure

Item	Vendor	Description
Nutanix	Nutanix/Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance

Item	Vendor	Description
VxRail	Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance
ESXi	VMware	
vCenter	VMware	
NSX	VMware	
SRM	VMware	
Windows Server	Microsoft	Standard OS for Windows
RedHat Enterprise Linux	RedHat	Standard OS for Linux
MS SQL Server 2017/2019	Microsoft	Enterprise Database/Storage Engine

b. Core Components

Item	Vendor	Description
Decision Center, Decision Server	IBM	Business Rules Engine (BRE)
Exstream	Open text	Client Communications, Correspondence Generation (CC)
Pentaho	Hitachi Data Systems	Data warehouse and Analytics (DWH)
Case Foundation, Content Manager, Enterprise Records Foundation	IBM	Electronic Document Management (EDMS)
webMethods	Software AG	Enterprise Service Bus (ESB)
API Gateway	Broadcom	Enterprise API Gateway
Identity Manager for Consumers and Business Users, Identity Suite, Single Sign On	Broadcom	Security integration product; includes access management, directory services integration capability, and identity management (IAM/SSO)
OmniGen	IBI	Master data management suite (MDM) (legacy/deprecated)
InfoSphere	IBM	Master Data Management suite (MDM)

c. Performance, Monitoring, RPA, & Lifecycle Management

Item	Vendor	Description
Bamboo	Atlassian	Continuous Integration, Deployment, and Delivery
GitHub Enterprise	GitHub	Source Code Repository
IBM Workload Scheduler	IBM	Job Scheduling
Jama	Jama Software	Requirements Tracking & Control
JIRA	Atlassian	Issue & Project Tracking
McAfee Enterprise Security Manager	Intel	Security Information & Event Management
MoveIT	Ipswitch	Enterprise Managed File Transfer

Item	Vendor	Description
Nagios	Nagios	Infrastructure monitoring/alerting
NewRelic APM	NewRelic	Application performance monitoring
Puppet Enterprise	Puppet	DevOps/Automation
Splunk	Splunk	Operational Intelligence
Zephyr	Smartbear	Requirements Tracking & Control
UiPath Studio	UiPath	Developer tools for RPA bot development and testing.
UiPath Orchestrator	UiPath	Tools to provision, deploy, trigger, monitor, measure, track, and ensure the security of RPA bots
UiPath Robots	UiPath	RPA Bot runner software
Datacap	IBM	Intelligent data capture toolset

ATTACHMENT H: SIMS INTERFACE FILE

OAAS/HSS057 – Contractor and POPS Interface Requirements

APS069 – OTIS User Manual

1. General Description / Business Need

This document contains information that is relevant to the SIMS interface.

2. Assumptions

Data contained in the files has been validated by the source system; therefore, minimal validation will be done by the Harmony application. Any changes or corrections needed to the data will either be manually entered in Harmony by a system administrator, in emergency situations only, as well as made in the source system by the appropriate individual.

At Go Live, the Data Contractor's files will contain "limited" historical data. Inactive PA's will be included on the files if there are open incidents/cases associated with the PA. This information will be used by the Support Coordinators to close any cases that were initiated in OTIS; but, were not closed prior to Go Live. Going forward, any client who is "active" at Go Live and subsequently becomes inactive will also appear on the nightly files.

An assumption has been made that a Unique Client Identifier will be included on the files for each PA. Should this not be the case, there is the potential that the latest demographic data for a single client may not be available in Harmony as multiple records that contain different information could be available on the Client file.

Any changes requested after providing formal sign-off on this requirements document may result in additional cost to the customer and/or may require a Change Order. It is expected that minor "tweaks" may be required throughout the testing process. Requests for changes will be handled on a case-by-case basis and will be reviewed both by LDH and Mediware prior to making the change.

This interface will not automatically be updated to incorporate any new features, functionality or fields that may be introduced in the application post Go Live.

Any import files and/or records that contain unsupported characters, executable code, or other content deemed by Mediware to represent a security risk will be ignored and/or rejected.

3. Data Elements, Mapping and File Layout

a. Client File

Name/Data Element	Data Type	Length	Harmony Field	Notes/ Comments
Recipient Last Name	Character	15 bytes	Consumers > Last Name (LbLastName)	
Recipient First Name	Character	15 bytes	Consumers > Demographics > First Name (LbFirstName)	
Recipient Middle Initial	Character	1 byte	Consumers > Demographics > Middle Initial (LbMiddleName)	
Suffix	Character	4 bytes	Consumers > Demographics > Suffix (LbSuffix)	('JR', 'SR', 'I', 'II', 'III', 'IV', 'V', etc.....)
Recipient Social Security Number	Character	9 bytes	Consumers > Demographics > SSN (LbSSN)	
Recipient Date of Birth	Date	8 bytes	Consumers > Demographics > Date of Birth (LbDOB)	mmddyyyy
Recipient Date of Death	Date	8 bytes	Consumers > Demographics > Date of Death (LbDOD)	mmddyyyy
Target Population	Character	10 bytes	Consumer > Program Enrollments > Program/Waiver Name (LbAgency)	Will contain 'NOW' for New Opportunities Waiver; 'OAASCCW' for Community Choices Waiver and 'CC' for Children's Choice Waiver
Street Address	Character	25 bytes	Consumers > Demographics > Street (LbStreet)	
Apartment Number	Character	5 bytes	Consumers > Demographics > Street 2 (LbStreet2)	
City	Character	20 bytes	Consumers > Demographics > City (LbCity)	
State Abbreviation	Character	2 bytes	Consumers > Demographics > State (LbState)	
Zip Code	Character	9 bytes	Consumers > Demographics > Zip Code (LbZipCode)	
Parish Number	Character	2 bytes	Consumers > Demographics > Parish Number (LbFIPSCODE)	

Name/Data Element	Data Type	Length	Harmony Field	Notes/ Comments
Parish Name	Character	25 bytes	Consumers > Demographics > Parish (LblCounty and LblResCounty)	
Region	Character	2 bytes	Consumers > Demographics > Region (LblRegion)	
Home Phone	Character	10 bytes	Consumers > Demographics > Primary Phone (LblPhone)	
Other Phone	Character	10 bytes	Consumers > Demographics > Other Phone (LblCellPhone)	
Recipient Gender	Character	1 byte	Consumers > Demographics > Gender (LblGender)	'1' = Male, '2' = Female
Recipient Race	Character	1 byte	Consumers > Demographics > Race (LblRace)	'1' = American Indian or Alaska Native '2' = Asian (Non-Specific) '3' = Black or African American '4' = Native Hawaiian or Other Pacific Islander (Non- Specific) '5' = White <u>Note:</u> data needed to populate this field may not be available at Go Live; therefore, this field may contain blanks.
Recipient Age	Numeric	3 bytes	Consumers > Demographics > Age (LblAge)	
Marital Status	Character	2 bytes	Consumers > Demographics > Marital Status (LblCurMarStatus)	01 = Divorced 02 = Domestic Partner, including civil union 03 = Married 04 = Never Married 05 = Separated 06 = Widowed 09 = Other <u>Note:</u> data needed to populate this field may not be available at Go Live; therefore, this field may contain blanks.

Name/Data Element	Data Type	Length	Harmony Field	Notes/ Comments
Living Status	Character	2 bytes	Consumers > Demographics > Living Situation (LblResidenceType)	01 = Alone 02 = With Relative 03 = With Spouse 04 = With Caregiver 05 = With Other 09 = Unknown <u>Note:</u> data needed to populate this field may not be available at Go Live; therefore, this field may contain blanks.
Legal Status	Character	2 bytes	Consumers > Demographics > Legal Status (LblLegalStatus)	01 = Competent Major 02 = Continued Tutorship 03 = Emancipated 04 = Interdicted 05 = Minor <u>Note:</u> data needed to populate this field may not be available at Go Live; therefore, this field may contain blanks.
MFP Indicator	Character	1 byte	Consumers > Demographics > MFP (LblGenericLookUp1)	“Y” or “N”
Unique Client Identifier	Character	21 bytes	Consumers > Demographics > Unique Client Identifier (LblGen1)	UID for Client/Target Population. <u>Note:</u> a single client could have multiple UID’s. This field will be read-only.
Master Client ID	Character	21 bytes	Consumers > Demographics > Master Client ID (LblTerID)	Will be used to group a set of UID’s into a single client ID. Will primarily be used to eliminate duplicate records. Only one client record (demographic data) will be created in Harmony for each Master Client ID. This field will be read only.
Recipient Medicaid ID	Character	13 bytes	Consumers > Demographics > Medicaid ID (LblSecID)	

b. PA File

Name/Data Element	Data Type	Length	Harmony Field	Notes/Comments
Unique Client Identifier	Character	21 bytes	Consumers > Demographics > Unique Client Identifier (LblGen1)	UID for Client/Target Population. Note: a single client could have multiple UID's.
Site #	Character	7 bytes	Provider > Demographics > Site # / State ID (LblVendorNo)	
Target Population	Character	10 bytes	Consumer > Program Enrollments > Program/Waiver Name (LblAgency)	Will contain 'NOW' for New Opportunities Waiver; 'OAASCCW' for Community Choices Waiver and 'CC' for Children's Choice Waiver
PA Begin Date	Date	8 bytes	Consumer > Program Enrollments > Begin Date (LblAdmitDate)	mmddyyyy
PA End Date	Date	8 bytes	Consumer > Program Enrollments > End Date (LblWaitDateList)	mmddyyyy
VOID	Character	1 byte		"Y", if voided
Master Client ID	Character	21 bytes	Consumers > Demographics > Master Client ID (LblTerID)	Will be used to group a set of UID's into a single client ID. Will primarily be used to eliminate duplicate records. Only one client record (demographic data) will be created in Harmony for each Master Client ID.

c. Site File

Name/Data Element	Data Type	Length	Harmony Field	Notes/Comments
Site #	Character	7 bytes	Provider > Demographics > Site # (LblVendorNo)	
Direct Service Provider (DSP)/Support Coordination Agency (SCA) Name	Character	50 bytes	Provider > Demographics > Provider/Agency Name (LblAgency)	
Region	Character	2 bytes	Provider > Demographics > Region (Lblregion)	
Provider Type	Character	3 bytes	Provider > Demographics > Provider Type (Lblprovidertype)	DSP for Direct Service Provider; SCA for Support Coordination Agency

Import Files

4. Exchange Information

Systems

Sending System: Contractor, the system of record for this data

Receiving System: Harmony

File Format (check one)

☒ CSV

5. File Naming Convention

Client File: Client.csv.date.timestamp

Site File: Agency.csv.date.timestamp

PA File: PA.csv.date.timestamp

Transport Mechanism

☒ sFTP

6. Additional Information

There are three files associated with this interface: Site, Client and PA

Each file will be PGP encrypted.

Files will be retrieved from a designated LDH server by an agreed time.

The files will be removed from the designated location by Mediware after they have been successfully retrieved.

The files will include a complete download/export of data versus “deltas”/changes only.

LDH has elected to exclude a status field from all files; therefore, a LDH resource/designee will need to close/set status to “inactive” when a DSP/SCA is no longer delivering services on LDH’s behalf or in the case of death.

The process to be used to retrieve the files will fail/cancel if all files are not available when the process is initiated. See section 5.1.11, Error Handling, for further information.

7. Frequency

☒ Batch/scheduled job

☒ 1 x per day

8. Volume/Size/Payload

Estimated volume for each file to be provided at a later date.

9. Acknowledgement File(s)

Acknowledgement files will not be used.

10. Processing

The following information is to be used to process the files.

Import Validation

See Assumptions.

11. Error Handling

See Section 3, Assumptions and Section 5.1.9, Processing

12. Notification E-Mail

Emails will be generated on a nightly basis containing the following information.

a. Site File

Number of Records on The File: xx,xxx

Number of Records Inserted/Updated: xx,xxx

Number of Duplicate/Expired Records: xx,xxx

b. Client File

Number of Records on The File: xx,xxx

Number of Records Inserted/Updated: xx,xxx

Number of Duplicate/Expired Records: xx,xxx

Number of Errors: xx,xxx

c. PA File

Number of Records on The File: xx,xxx

Number of Records Inserted/Updated: xx,xxx

Number of Duplicate/Expired Records: xx,xxx

Number of Errors: xx,xxx

d. Provider Enrollments

Number of Records Inserted/Updated: xx,xxx

Number of Errors: xx,xxx

The recipients of these emails will be determined at a later date, prior to the start of UAT.

13. Export Files

Not Applicable for this installation.

14. Configuration / User Interface

See HNET-37408 and Sales Force #00513697.

15. Testing

[Notes or use cases to assist with testing/validating that the interface is working correctly]

16. Future Items

Not Applicable for this installation.

ATTACHMENT I: WAIVER PERFORMANCE MEASURES

PM #	Performance Measure	Formula	Sampling Approach	Frequency
1a.	Number and percent of Waiver slots certified annually that are less than or equal to the unduplicated number of Participants listed in Appendix B-3-a. of the waiver document.	Numerator = Number of Waiver slots certified annually that are less than or equal to the unduplicated number of Participants listed in Appendix B-3-a; Denominator = Total number of slots certified.	100%	ADHC Waiver: Annually OAAS/CCW: Quarterly OCDD/CCW: Quarterly SW: Quarterly
1b.	<u>Different Wording in NOW, ROW:</u> Number and percent of unduplicated Participants who were certified in a Waiver slot where the number of certified slots are less than or equal to those available.	Percentage = Number of unduplicated Participants who were certified in a Waiver slot. / Total number of available slots.	100%	NOW: Quarterly ROW: Quarterly
2	Number and percentage of Waiver offers that were appropriately made across all geographical areas to applicants on the Request for Services Registry (RFSR), according to policy and criteria set forth by the State.	Numerator = Number of appropriately made offers to applicants on the RFSR; Denominator = Total number of Waiver offers made.	100%	All Waivers: Quarterly
3	Number and percent of new enrollees who had a level of care indicating need for institutional level of care prior to receipt of services.	Percentage= Number of new enrollees who had a level of care indicating need for institutional level of care prior to receipt of services / Total number of new enrollees.	100%	ADHC Waiver: Quarterly OAAS/CCW: Quarterly
4	Number and percent of Participants whose service plans were updated as warranted, on or before Waiver Participants' annual review date.	Numerator = Number of Participants whose service plans were updated as warranted, on or before Waiver Participants' annual review date; Denominator = Total number of Participants reviewed.	100%	All Waivers: Quarterly
5	Number and percent of Participants who received all types of services specified in the service plan.	Percentage = Number of Participants who received all types of services specified in the service plan / Total number of Participants.	100%	ADHC Waiver: Quarterly OAAS/CCW: Quarterly

PM #	Performance Measure	Formula	Sampling Approach	Frequency
6	Number and percent of Participants who received services in the scope, amount, frequency and duration specified in the service plan.	Percentage = Number of Participants who received services in the scope, amount, frequency and duration specified in the service plan / Total number of Participants.	100%	ADHC Waiver: Quarterly OAAS/CCW: Quarterly All Other Waivers: Quarterly
7	Number and percentage of Participants who received all types of services specified in the Plan of Care.	Numerator = Number of Participants who received all types of services specified in the Plan of Care; Denominator = Total number of Participants.	100%	NOW, OCDD/CCW, SW and ROW: Quarterly
8.	Number and percentage of annual Plans of Care received prior to the expiration date of the approved Plan of Care.	Percentage = Number of annual Plans of Care received by due date / Total number of Plans of Care due during reporting period.	100%	NOW, OCDD/CCW, SW and ROW: Quarterly

These reports are due to LDH thirty (30) Calendar Days following the end of the measurement period (Frequency column). Quarters and years align with the Waiver life cycle of each Waiver.

ATTACHMENT J: OCDD EPOC – UNIVERSAL PLAN OF CARE

The OCDD Electronic Plan of Care must meet the following requirements.

1. EPOC form with all data elements in the current Plan of Care used by OCDD.
2. Ability to complete a Plan of Care online.
3. Workflow that will route the Plan of Care based on the following requirements:
 - a. All Plans of Care will be routed to the SCA supervisor for approval. If a SCA supervisor prepares a Plan of Care, another SCA supervisor must approve the Plan of Care.
 - b. LGE is required to provide a secondary approval for the following Plans of Care:
 - i. Initial Plans of Care
 - ii. Annual Plans of Care that contain changes in services from previous year (new services, removing services) for CC, NOW, ROW, and SW
 - iii. NOW Annual Plans of Care for levels 4, 5, and 6
 - iv. NOW Annual Plans of Care that exceed Resource Allocation for the level
4. If a POC is rejected by SCA supervisor or LGE, the POC is returned electronically to the SC for correction, then and rerouted as described above.
5. The system will provide a listing of all current and draft EPOCs on the EPOC screen with the following information:
 - a. Support Coordination Agency Name
 - b. Participant name
 - c. Initial or Annual POC
 - d. Waiver
 - e. POC start and end dates:
 - f. Last date updated and by whom – this should be tracked within the workflow of the system and reported on the EPOC listing screen
 - g. Status (identifies who currently has responsibility for the plan (via the workflow) and the action needed
 - h. Return status (if rejected or returned)
 - i. Due date – if due date is assigned by LGE, it should be on front of workbench
6. Ability to assign an LGE owner so the plans for an LGE can be sorted by LGE owner.
7. Ability for LGE to see plans in draft status.

8. Ability to create a typical schedule of services that will auto populate the weekly and annual budget forms based on current layout of POC.
9. Ability to create one day's schedule and copy/paste it into other days (Sunday – Saturday).
10. Cap annual budgets based on program limits. If schedule exceeds the budget, then workflow should reject the plan and provide a reason why.
11. Allow documents to be uploaded and retained by the system (provider documents, 90L, other docs required for plan).
12. Allow plan to be printed in PDF, including provider documents. This should include the Participants name and begin and end date for the POC on every page.
13. Provide a mechanism for protecting the approved POC, but allowing updates to an "interim" document to be used for next POC. Allow uploading of documents to the "interim" document.

ATTACHMENT K: MFP REPORTS AND DATA ELEMENTS

The Contractor is responsible for creating and maintaining a system for entering and reporting the required CMS data elements for all MFP Participants. The system must allow OCDD and OAAS offices to review, enter and update data elements as needed. T-MSIS, known as the Transformed Medicaid Statistical Information System, modernizes and enhances the way states submit operational data about beneficiaries, providers, claims, and encounters. The following elements are to be reported in the T-MSIS eligibility file:

1. MFP-Enrollment Start Date

Definition: The date on which the individual’s participation in the MFP rebalancing demonstration started. States may include as many MFP start dates as needed for Participants who cycle in and out of the program because of re-institutionalization. The first start date should be the date the three hundred sixty-five (365) Calendar Days of MFP eligibility starts.

Coding Requirements: Date format is CCYYMMDD (National Data Standard)

2. MFP-Enrollment End Date

Definition: The date on which the individual’s participation in the MFP rebalancing demonstration ends. States may include as many MFP end dates as needed for Participants who cycle in and out of the program because of re-institutionalization. The last end date should be the date the three hundred sixty-five (365) Calendar Days of MFP eligibility ends.

Coding Requirements: Date format is CCYYMMDD (National Data Standard)

3. MFP-Reason Participation Ended

Definition: A code describing the reason why an individual’s participation in the MFP rebalancing demonstration ended. For each MFP-Enrollment-End-Date, this data element should be filled in with a reason participation ended.

Valid Values	Code Definition
00	Default—No participation
01	Completed 365 days of participation
02	Suspended eligibility
03	Re-institutionalized
04	Died
05	Moved
06	No longer needed services
07	Other

4. MFP-Re-institutionalized Reason

Definition: A code describing reason why an individual was re-institutionalized while participating in the MFP rebalancing demonstration. When MFP-REASON- PARTICIPATION-ENDED equals 03 ‘Re-institutionalized,’ then MFP-REINSTITUTIONALIZATIONED-REASON should be reported as well to

describe the reason why an individual was re-institutionalized while participating in the MFP rebalancing demonstration.

Valid Values	Code Definition
00	Default—Non-participation
01	Acute care hospitalization followed by long-term rehabilitation
02	Deterioration in cognitive functioning
03	Deterioration in health
04	Deterioration in mental health
05	Loss of housing
06	Loss of personal care giver
07	By request of Participant or guardian
08	Lack of sufficient community services

5. MFP-Qualified Institution

Definition: A code describing the type of qualified institution the MFP Participant transitions from when MFP eligibility begins.

Valid Values	Code Definition
00	Default—Non-participation
01	Nursing Facility
02	ICF/IID (Intermediate Care Facilities for Individuals with intellectual disabilities)
03	IMD (Institution for Mental Diseases)
04	Hospital
05	Other

6. MFP-Qualified Residence

Definition: A code describing the type of qualified community residence an MFP Participant moves to when MFP eligibility begins.

Valid Values	Code Definition
00	Default—Non-participation
01	Home owned by Participant
02	Home owned by family member
03	Apartment leased by Participant, not assisted living
04	Apartment leased by Participant, assisted living
05	Group home of no more than 4 people

7. MFP-Lives With Family

Definition: A code indicating if the MFP Participant lives with his/her family when MFP eligibility begins.

Valid Values	Code Definition
0	No
1	Yes
2	Non-participation

8. Restricted Benefits Codes

Definition: A flag that indicates the scope of Medicaid benefits to which an individual is entitled. All MFP Participants during their three hundred sixty-five (365) Calendar Days of eligibility for MFP should be coded with RESTRICTED-BENEFITS-CODE = 'D'.

Valid Values	Code Definition
D	Individual is eligible for Medicaid and entitled to benefits under a “Money Follows the Person” (MFP) rebalancing demonstration, as enacted by the Deficit Reduction Act of 2005, to allow States to develop community-based long-term care opportunities

Emergency Tracking System

The data management Contractor is responsible for developing/creating maintaining an Emergency Tracking System database to track MFP displaced Participants during emergencies or natural disasters.

Monthly Reporting Data

The Contractor is responsible for developing/creating and maintaining a system that would provide the monthly reporting information for OCDD and OAAS on the following data elements:

Operations Data Table

	Elderly	ID/DD	Physical Disabled	Total
Number referred by others				
Number of self-referrals				
Number eligible for program				
Number in the transition process				
Number transitioned				
Number re-institutionalized				
Number who have left the program				
Number who have completed 365 days				
Number in self-direction				

Program Transition Totals

Participants Transitioned By CY	Elderly Current Status	ID/DD Current Status	PD Current Status	All Current Status
---------------------------------	------------------------	----------------------	-------------------	--------------------

Semi-Annual Reports

The Contractor is responsible for developing/creating and maintaining an MFP report that would provide Semi-Annual reporting information for sections pertinent OCDD and OAAS.

Semi-Annual Report Sections

A. Transitions

1. Number of people assessed for MFP enrollment
 - Populations Affected
 - Cumulative Number Assessed
 - 4 Year Transition Target
 - Cumulative Number Assessed as a Percent of Total Transition Target
2. Of the number assessed this period, number whose stay in an institution was more than ninety (90) Calendar Days but less than six (6) months. **This question may be skipped if data is unavailable**
3. Number of institutional residents who transitioned during this reporting period and enrolled in MFP.
 - Annual Transition Target
 - Percentage of Annual Transition Target Achieve
4. Number of institutional residents who transitioned during this reporting period and enrolled in MFP. **This question may be skipped if data is unavailable**
5. Cumulative Transitions
6. Total number of current MFP Participants
7. Total number of MFP Participants re-institutionalized
 - For less than thirty (30) Calendar Days
 - For more than thirty (30) Calendar Days
 - Length of stay as yet unknown
 - Total re-institutionalized for any length of time
 - Number of MFP Participants re-institutionalized as a percent of all current MFP Participants
 - Number of MFP Participants re-institutionalized as a percent of cumulative transitions
8. Total number of MFP Participants re-institutionalized for longer than thirty (30) Calendar Days, who were re-enrolled in MFP during the reporting period.
9. Total number of MFP Participants – who ever transitioned – who completed the three hundred sixty-five (365) Calendar Day transition period during the reporting period.

B. Recruitment & Enrollment

1. Total number of MFP candidates assessed in this period, or a prior reporting period, who are currently in the transition planning process, that is “in the pipeline,” and expected to enroll in MFP.
2. Total number of MFP candidates assessed in this period who could not transition through MFP.
3. Total number of individuals that could not be enrolled in the MFP program for each of the following reasons:
 - Individual(s) transitioned to the community, but was not enrolled in MFP or was ineligible for MFP
 - Individual’s physical health needs exceeded capacity of program to meet them
 - Individual’s mental health need exceeded capacity of program to meet them
 - Guardian refused participation
 - Could not locate appropriate housing arrangement
 - Could not secure affordable housing
 - Individuals did not choose MFP qualified residence
 - Individual changed his/her mind
 - Individual would not cooperate in care plan development
 - Service needs greater than what could be provided in the community
 - Deceased
4. Number of MFP Participants transitioned during this period whose length of time from assessment to actual transition took:
 - Less than two (2) months
 - Two (2) to six (6) months
 - Six (6) to twelve (12) months
 - Twelve (12) to eighteen (18) months
 - Eighteen (18) to twenty-four (24) months
 - Twenty-four (24) months or more

C. Self-Direction

1. How many MFP Participants were in a self-direction program during the reporting period?
2. Of those MFP Participants in a self-direction program how many (Elderly & Physically, ID/DD Disabled populations):
 - Hired or supervised their own personal assistants
 - Managed their allowance or budget
3. How many MFP Participants in a self-direction program disenrolled from the self-direction program during the reporting period? (Elderly & Physically, ID/DD Disabled populations)
4. Of the MFP Participants who were disenrolled for each reason below? (Elderly & Physically, ID/DD Disabled populations) (Listing of choices provided)
 - Opted-out

- Inappropriate spending
- Unable to self-direct
- Abused their worker
- Other, please specify (this option may be modified with a brief explanation)

D. Housing for Participants

Total number of MFP Participants who transitioned to the community during the reporting period moved to each type of qualified residence? (Listing of choices provided) *[*This question is required*](#)*

- Home (owned or leased by individual or family)
- Apartment (individual lease)
- Group home or other residence
- Apartment in qualified assisted living

ATTACHMENT L: EVV PROVIDER RESPONSE FILE

The Contractor shall have a method of providing service information to providers to accommodate billing by the provider. The following shall be provided via electronic means in a consistent file structure. The following parameters will be used to identify the span of services to be downloaded.

- Provider ID (Agency) established by the system using each Provider Name and Region as one Provider ID. Multiple provider numbers can be assigned to one Provider ID (i.e., PCA, SIL, PAS, Day Hab/Prevoc, Supported Employment).
- Start Date – Begin date of file for records processed (new, modified, voided).
- End Date – End date of file for records processed (new, modified, voided).

The downloaded file will contain the following information:

- Procedure Code of service
- Service Date (date changes after midnight even if it is a consecutive shift by same worker for the same Participant).
- Direct Service Worker ID
- Participant Unique ID
- Plan Name – (NOW, Supports Waiver, ROW, Children’s Choice, Community Choices Waiver, LT-PCS, EPSDT).
- Service UID – a unique identifier for each record. A record is unique based on a **consecutive shift** worked where items 1 - 5 are the same.
- Service Begin Time
- Service End Time
- Void – Yes or No
- Time worked (in minutes)
- Time deducted (in minutes)
- Units Released (time worked – time deducted based on Procedure Code and plan).
- Update date – last date the Service was updated
- Status – New, Modified, or Void
- Fee – (amount authorized for EMODs, Specialized Medical Equipment, (need language from OAAS). These records will contain one service date (date of approval of installation/delivery), and no service begin time or end time. It will also exclude the Direct Service Worker ID, time worked, time deducted, and Units Released.

Additionally, the following will need to be downloaded as needed for each Participant:


Client File Data

- Last Name
- First Name
- MI
- Suffix
- DOB
- Medicaid ID
- Street
- Apartment
- City
- State
- Zip Code
- Gender
- Plan (can be multiple if has Children's Choice or Supports Waiver)
- Void
- Participant Unique ID
- Update date

PA File Data

- PA Number
- PA Begin date
- PA End Date
- Procedure Code
- Amount
- Void/Cancelled
- Provider Number for the services (different from Agency ID)
- Pay (yes or no)
- Unique Participant ID
- Plan
- Agency (unique Provider ID)
- Update date

ATTACHMENT M: OAAS SUPPORT COORDINATION CONTACT DOCUMENTATION

 LOUISIANA DEPARTMENT OF HEALTH Aging and Adult Services		SUPPORT COORDINATION CONTACT DOCUMENTATION (SCD)	
A: Contact Information:			
Contact Type: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input type="checkbox"/> Interim		Waiver: <input type="checkbox"/> CCW <input type="checkbox"/> ADHC Waiver	
Participant: _____		Service Log #: _____	
Support Coordinator ID: _____		(When coding the items below, indicate the type of service and the applicable service code e.g. ADHC-01, LT-PCS-21, etc.)	
Date: _____		Monthly Monitoring (Service Activity code of 41): _____	
* Begin Time: ____:____ (hh:mm)		Monthly Remediation (Service Activity code of 41): _____	
* End Time: ____:____ (hh:mm)		Annual Monitoring: _____	
Place of Service: _____		Annual Remediation: _____	
Type of Contact: _____		_____	
Service Activity: _____		_____	
Service Participants: _____		_____	
<div style="border: 1px solid black; padding: 5px;"> * If the contact type occurs face-to-face, the SC must use EVV. DO NOT enter a begin and end time. Instead, enter "see EVV record". </div>		_____	
B: Participant Questions: Answer all questions listed below for monthly and quarterly contacts. Obtain answers ONLY from the participant, responsible representative or legally responsible representative. If a question is checked "Yes", provide details in Section D.			
		YES	NO
1. Has the participant had problems receiving services as written in the Plan of Care?		<input type="checkbox"/>	<input type="checkbox"/>
2. Has the participant had problems with goals being met?		<input type="checkbox"/>	<input type="checkbox"/>
3. Has the participant had problems with preferences being respected (i.e. services being delivered at their preferred times)?		<input type="checkbox"/>	<input type="checkbox"/>
4. Has the participant had problems accessing non-waiver health care services?		<input type="checkbox"/>	<input type="checkbox"/>
5. Has the participant had problems getting a backup worker when a worker cannot report to work as scheduled?		<input type="checkbox"/>	<input type="checkbox"/>
6. Has the participant had falls, injuries, hospitalizations, been restrained, or been a victim of verbal abuse, physical abuse, neglect, or exploitation?		<input type="checkbox"/>	<input type="checkbox"/>
7. Has the participant had a substantial change in medical condition?		<input type="checkbox"/>	<input type="checkbox"/>
8. Has the participant had a substantial change in the ability to do things for himself/herself?		<input type="checkbox"/>	<input type="checkbox"/>
9. Does the participant have an identified need for an EAA or assistive device(s)?		<input type="checkbox"/>	<input type="checkbox"/>
10. Has the participant had a change in non-paid caregivers or living situation?		<input type="checkbox"/>	<input type="checkbox"/>
11. Has the participant had a change in who will assist them in the event of an emergency?		<input type="checkbox"/>	<input type="checkbox"/>
12. Has the participant had a change in medications/treatments and/or who gives them?		<input type="checkbox"/>	<input type="checkbox"/>
13. For Self-Directed CCW Participants ONLY: Is the Home Book missing any of the following documents: POC/any revisions and the past 3 months of timesheets, service logs, progress notes, and payroll reports (provided by the Fiscal Agent)? If yes, list missing documents and action taken in Section D.		<input type="checkbox"/>	<input type="checkbox"/>
14. If Service Activity Code "97" is used, explain what was done to assist with Medicaid Eligibility follow-up in Section D: Comments.			
Name of individual(s) providing responses to questions:		Relationship:	
<input type="checkbox"/> _____		<input type="checkbox"/> Participant	
<input type="checkbox"/> _____		<input type="checkbox"/> Responsible Representative	
<input type="checkbox"/> _____		<input type="checkbox"/> Legally Responsible Representative	
Reissued July 29, 2019 Replaces April 1, 2019 Issuance		OAAS-SC-19-004 Page 1 of 2	



SUPPORT COORDINATION CONTACT DOCUMENTATION (SCD)

C: Support Coordinator Actions: Check all that apply.

- | | | |
|--|---|--|
| <input type="checkbox"/> Schedule MDS-HC | <input type="checkbox"/> Resolution of Accessing POC Services | <input type="checkbox"/> Continue to Monitor |
| <input type="checkbox"/> Revise Emergency Plan | <input type="checkbox"/> Revise Back-up Staffing Plan | <input type="checkbox"/> POC Revision |
| <input type="checkbox"/> Referral for Service: _____ | | Other: _____ |

D: Comments:

E: Signatures:

- ☐ See attachment for additional documentation/signatures.

Participant/Responsible Representative/Legally Responsible Representative Signature

Date

Support Coordinator Signature

Date

NOTE: Participant/Responsible/Legal Responsible Representative signatures are required at quarterly visits only.

ATTACHMENT N: OCDD SUPPORT COORDINATION CONTACT DOCUMENTATION**Support Coordination Contact Documentation (SCD)**

A: Contact Information			
Contact Type: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual		Waiver Type: <input type="checkbox"/> CC <input type="checkbox"/> SW <input type="checkbox"/> ROW <input type="checkbox"/> NOW	
Case Number:	Participant:	Service Log #:	
SC ID:	Date:	Begin Time:	End Time:
<i>Note: If the contact type occurs face-to-face, the SC must use EVV. DO NOT enter a begin and end time. Instead, enter "see EVV record"</i>			
Place of Service:	Type of Contact:	Service Activity:	Service Participants:
Monthly Monitoring	Monthly Remediation	Annual Monitoring:	Annual Remediation:
B: Participant Questions: Answer all questions listed below for monthly and quarterly contacts. Obtain answers ONLY from the participant, responsible representative or legally responsible representative. If a question is checked "Yes", provide details in Section D.			
Question	Yes	No	
1. Has the participant had problems receiving services as written in the Plan of Care?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Has the participant had problems with goals being met?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Has the participant had problems with contacting family/friends ?(i.e., person has the types of relationships they want and they have contact at their desired frequency)	<input type="checkbox"/>	<input type="checkbox"/>	
4. Has the participant had problems with preferences being respected (i.e. services being delivered at their preferred times, preferred staff, preferred location)?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Has the participant had problems accessing non-waiver health care services?	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has the participant had problems participating in the community? (i.e., going to their preferred places)	<input type="checkbox"/>	<input type="checkbox"/>	
7. Has the person had problems working/volunteering consistent with their goals and desires?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Has the participant had problems getting a backup worker when a worker cannot report to work as scheduled?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Has the participant had falls, injuries, hospitalizations, been restrained, or been a victim of verbal abuse, physical abuse, neglect, or exploitation?	<input type="checkbox"/>	<input type="checkbox"/>	
10. Has the participant had a substantial change in medical condition?	<input type="checkbox"/>	<input type="checkbox"/>	
11. Has the participant had a substantial change in the ability to do things for himself/herself?	<input type="checkbox"/>	<input type="checkbox"/>	
12. Does the participant have an identified need for environmental modifications or assistive devices?	<input type="checkbox"/>	<input type="checkbox"/>	
13. Has the participant had a change in non-paid caregivers or living situation?	<input type="checkbox"/>	<input type="checkbox"/>	
14. Has the participant had a change in who will assist them in the event of an emergency?	<input type="checkbox"/>	<input type="checkbox"/>	
15. Has the participant had a change in medications/treatments and/or who gives them?	<input type="checkbox"/>	<input type="checkbox"/>	
16. Is the home book missing any of the following documents: POC/any revisions, service logs, progress notes, and payroll reports (provided by the Fiscal Agent)? If yes, list missing documents and action taken in section D.	<input type="checkbox"/>	<input type="checkbox"/>	
Name of individuals providing responses to questions (check all that apply):			
<input type="checkbox"/>	Name of individual providing response	Relationship	
<input type="checkbox"/>		Participant	
<input type="checkbox"/>		Responsible Representative	
<input type="checkbox"/>		Legally Responsible Representative	

3.29.19

Support Coordination Contact Documentation (SCD)

<input type="checkbox"/>		Other: _____
C: Support Coordination Actions: Check all that apply, provide detail in D: Comments		
<input type="checkbox"/> Resolution of Accessing POC services <input type="checkbox"/> Continue to Monitor <input type="checkbox"/> Revise Emergency Plan <input type="checkbox"/> Revise Backup Staffing Plan <input type="checkbox"/> POC revision <input type="checkbox"/> FOC Offered <input type="checkbox"/> Referral for Service: (Specify) <input type="checkbox"/> Other: (specify)		
D: Comments		
E. Signatures:		
<input type="checkbox"/> See attachment for additional documentation/signatures. (This might include sign in sheet with all team members in attendance signatures.)		
Participant/Responsible representative/Legally responsible Representative Signature		Date:
Support Coordination Signature		Date:
<i>Note: Participant/Responsible/Legal Responsible Representative signatures are required at quarterly visits or other face to face visits only.</i>		

3.29.19

ATTACHMENT O: SUPPORT COORDINATOR WAIVER MONITORING REQUIREMENTS

I. Children's Choice Waiver

A. Monthly Monitoring

- Must make a phone call every calendar month and ask about the following item(s) if they are on the Plan of Care and report a response:
 - Family Support
- If the response requires remediation, must also enter a Remediation Code.
- Service Participant Code must be 1, 2 or 3.

B. Quarterly Monitoring

- Must ask about the Path to Employment at least once a quarter (Jan – Mar, Apr – Jun, July-Sep, Oct-Dec) for all individuals over the age of 16.
- The quarterly meeting must be held between 6-9 months. Only one quarterly meeting is required.
- Must be conducted face-to-face and requires Electronic Visit Verification (EVV) clock in/out.
 - No post authorization block if EVV is not used.

C. Annual Plan of Care

- Planning for the following year may occur at the 6-9 month meeting if towards the end of the 6-9 month timeframe.
 - Providers must be invited. If not, another meeting is held such that the Plan can be submitted within timeline below.
- Approvable Plan of Care must be submitted to Local Governing Entity (LGE) [or Support Coordinator (SC) Supervisor for SC Approved Plans] at least 35 days prior to plan expiration.
- Must be conducted face-to-face and requires EVV clock in/out.
 - Quarterly visit is not required during quarter of the annual Plan of Care meeting.
 - No post authorization block if EVV is not used.

D. Annual Monitoring

- During the last calendar month of the current Plan of Care, the SC must review if all services have been delivered at least once in the last year. If any service on the Plan of Care was not delivered:
 - A reason must be indicated (01 – 06, or 99) and
 - Annual remediation must be identified (01-03)
- If the current Plan expires on March 1, then the SC has the entire month of March to complete the annual monitoring.

II. Supports Waiver

A. Monthly Monitoring

- Must make a phone call every calendar month and ask about the following item(s) if they are on the Plan of Care and report a response:
 - Day Hab
 - Prevoc
 - Supported Employment
- If the response requires remediation, must also enter a remediation code.
- Service Participant Code must be 1, 2 or 3.

B. Quarterly Monitoring

- Must ask about the Path to Employment at least once a quarter (Jan – Mar, Apr – Jun, July-Sep, Oct-Dec) for all individuals.
- A quarterly meeting face to face must be held.
 - Can be at the vocational (Day Hab, Prevoc, SE) location for those services.
 - Must be held in home at least once in the Comprehensive Plan of Care (CPOC) year.
- Must be conducted face-to-face and requires EVV clock in/out.
 - No post authorization block if EVV is not used.

C. Annual Plan of Care

- Planning for the following year should occur in the 3rd quarterly meeting so the POC can be developed.
 - Providers must be invited. If not, then the POC planning meeting should occur during the 4th quarterly meeting.
- Approvable Plan of Care must be submitted to LGE (or SC Supervisor for SC Approved Plans) at least 35 days prior to plan expiration.
- Must be conducted face-to-face and requires EVV clock in/out.
 - Quarterly visit is not required during quarter of the annual Plan of Care meeting.
 - No post authorization block if EVV is not used.

D. Annual Monitoring

- During the last calendar month of the current Plan of Care, the SC must review if all services have been delivered at least once in the last year. If any service on the Plan of Care was not delivered, then:
 - A reason must be indicated (01 – 06, or 99) and
 - Annual remediation must be identified (01-03)
- If the current plan expires on March 1, then the SC has the entire month of March to complete the annual monitoring.

III. Residential Options Waiver –

A. Monthly Monitoring

- Must make a phone call every calendar month and ask about the following item(s) if they are on the Plan of Care and report a response:
 - ADHC
 - Day Hab
 - Prevoc
 - Supported Employment
 - Community Living Supports (Provider or Self-Direction)
 - Skilled Nursing
- If the response requires remediation, must also enter a remediation code.
- Service participant code must be 1, 2, 3 or 4

B. Quarterly Monitoring

- Must ask about the Path to Employment at least once a quarter (Jan – Mar, Apr – Jun, July-Sep, Oct-Dec) for all individuals.
- Must be conducted face-to-face and requires EVV clock in/out.
 - No post authorization block if EVV is not used.

C. Annual Plan of Care

- Planning for the following year should occur in the 3rd quarterly meeting so the POC can be developed.
 - Providers must be invited. If not, then the POC planning meeting should occur during the 4th quarterly meeting.
- Approvable Plan of Care must be submitted to LGE (or SC Supervisor for SC Approved Plans) at least 35 days prior to plan expiration.
- Must be conducted face-to-face and requires EVV clock in/out.
 - Quarterly visit is not required during quarter of the annual Plan of Care meeting.
 - No post authorization block if EVV is not used.

D. Annual Monitoring

- During the last calendar month of the current Plan of Care, the SC must review if all services have been delivered at least once in the last year. If any service on the Plan of Care was not delivered, then:
 - A reason must be indicated (01 – 06, or 99) and
 - Annual remediation must be identified (01-03)
- If the current plan expires on March 1, then the SC has the entire month of March to complete the annual monitoring.

IV. New Opportunities Waiver –

A. Monthly Monitoring

- Must make a phone call every calendar month and ask about the following item(s) if they are on the Plan of Care and report a response:
 - IFS – (Provider or Self Direction)
 - Day Hab
 - Prevoc
 - Supported Employment
 - Skilled Nursing
- If the response requires remediation, must also enter a remediation code.
- Service participant code must be 1, 2, 3, 4.
 - If the individual has Supported Independent Living (SIL), codes 12 or 13 may also be used.

B. Quarterly Monitoring

- Must ask about the Path to Employment at least once a quarter (Jan – Mar, Apr – Jun, July-Sep, Oct-Dec) for all individuals.
- A quarterly meeting face to face must be held.
 - Can be at the vocational (Day Hab, Prevoc, SE) location for those services.
 - Must be held in home at least once in the CPOC year.
- Must be conducted face-to-face and requires EVV clock in/out.
 - No post authorization block if EVV is not used.

C. Annual Plan of Care

- Planning for the following year should occur in the 3rd quarterly meeting so the POC can be developed.
 - Providers must be invited. If not, then the POC planning meeting should occur during the 4th quarterly meeting.
- Approvable Plan of Care must be submitted to LGE (or SC Supervisor for SC Approved Plans) at least 35 days prior to plan expiration.
- Must be conducted face-to-face and requires EVV clock in/out.
 - Quarterly visit is not required during quarter of the annual Plan of Care meeting.
 - No post authorization block if EVV is not used.

D. Annual Monitoring

- During the last calendar month of the current Plan of Care, the SC must review if all services have been delivered at least once in the last year. If any service on the Plan of Care was not delivered:
 - A reason must be indicated (01 – 06, or 99) and
 - Annual remediation must be identified (01-03)
- If the current plan expires on March 1, then the SC has the entire month of March to complete the annual monitoring.

V. Adult Day Health Care Waiver

A. Monthly Monitoring

- Must make a phone call every calendar month and ask about the following item(s) if they are on the Plan of Care and report a response:
 - LT-PCS – Long Term-Personal Care Services
 - ADHC – Adult Day Health Care
- If the response requires remediation, must also enter a remediation code.
- Service participant code must be 1, 2, 3, 4.
- Type of Contact: 1 or 2

B. Quarterly Monitoring

- ADHC Waiver without in-home services only
 - Quarterly face-to-face visits at the ADHC center and one (1) face-to-face visit in the home at the annual re-assessment.
- ADHC Waiver with in-home services
 - Two (2) quarterly face-to-face visits at the ADHC center and two (2) face-to-face visits in the home per POC year.
- Service Participant Code must include a 1
- Type of Contact Code: 1
- Place of Service Code: 1, 9, 21, or 24

C. Annual Plan of Care

- Annual Assessments can be completed up to 90 calendar days prior to expiration date of POC.
- Approvable Plan of Care must be submitted by the SC Supervisor to Data Management Contractor (DMC) no later than 14 calendar days prior to expiration of POC.
- Service Participant Code must include a 1
- Type of Contact Code: 1
- Place of Service Code: 2, 9

D. Annual Monitoring

- The SC will complete the annual monitoring in the last calendar month of the POC year by reviewing the current POC and/or previous Support Coordination Contact Documents (SCDs) to ensure that the services identified in the participant's current POC were received at least once for that POC year. If any service on the Plan of Care was not delivered:
 - A reason must be indicated (01 – 06, or 99) and
 - Annual remediation must be identified (01-03)
- If the current plan expires on March 1, then the SC has the entire month of March to complete the annual monitoring.

VI. Community Choices Waiver

A. Monthly Monitoring

- Must make a phone call every calendar month and ask about the following item(s) if they are on the Plan of Care and report a response:
 - ADHC – Adult Day Health Care
 - MIHC- Monitored In-Home Caregiving
 - PAS – Personal Care Services (all types);
- If the response requires remediation, you must also enter a remediation code.
- Service participant code must be 1, 2, 3, 4. (see below)
- Type of Contact: 1 or 2

B. Quarterly Monitoring

- ADHC Waiver without in-home services only
 - Quarterly face-to-face visits at the ADHC center and one (1) face-to-face visit in the home at the annual re-assessment.
- ADHC Waiver with in-home services
 - Two (2) quarterly face-to-face visits at the ADHC center and two (2) face-to-face visits in the home per POC year.
- Service Participant Code must include a 1
- Type of Contact Code: 1
- Place of Service Code: 1, 9, 21, or 24

C. Annual Plan of Care

- Annual Assessments can be completed up to 90 calendar days prior to expiration date of POC
- Approvable Plan of Care must be submitted by the SC Supervisor to DMC no later than 14 calendar days prior to expiration of POC
- Service Participant Code must include a 1
- Type of Contact Code: 1
- Place of Service Code: 2

D. Annual Monitoring

- Complete the annual monitoring section for all services identified in the current POC by indicating the service being monitored and the appropriate service code(s). Must ask about the following if they are on the Plan of Care and report a response.
 - ADHC – Adult Day Health Care
 - ADMS - Assistive Devices and Medical Supplies Procurement
 - CTSS – Caregiver Temporary Support Services
 - EAA – Environmental Accessibility Adaptation
 - HDM – Home Delivered Meals
 - LT-PCS – Long Term-Personal Care Services
 - MIHC – Monitored In-Home Caregiving
 - NRSB – Nursing Services
 - PAS – Personal Care Services (all types)
 - PERS – Personal Emergency Response System or Telecare
 - SMT – Skilled Maintenance Therapies

- TS – Transition Services
- During the last calendar month of the current Plan of Care, the SC must review if all services have been delivered at least once in the last year. If any service on the Plan of Care was not delivered, then:
 - A reason must be indicated (01 – 06, or 99) and
 - Annual remediation must be identified (01-03)



SUPPORT COORDINATION DOCUMENTATION (SCD) SERVICE LOG CODES

PLACE OF SERVICE

- 02. Place of Residence
- 09. Day Program or ADHC Facility
- 10. Mental Health Clinic
- 13. Support Coordination Agency
- 16. OT, PT, Speech Therapist's Office
- 19. Service Provider's Place of Business
- 21. Hospital
- 22. Medical/Public Health Clinic
- 24. Nursing Facility
- 99. Other Community Location

TYPE OF CONTACT

- 1. In person
- 2. Telephone
- 3. Written
- 6. Documentation Only

SERVICE ACTIVITY

- 00. No Service Provided
- 01. Initial Intake
- 02. Initial MDS-HC Assessment
- 03. Service Planning, Implementation, and Follow-up*
- 04. Unannounced Visit/Health and Safety
- 13. Annual POC meeting
- 15. Emergency Event Tracking
- 16. Initial POC meeting
- 37. CIR Tracking
- 38. Documentation
- 39. Travel (does not count towards billing)*
- 40. MDS-HC Re-assessment (includes all re-assessments - e.g. status change, follow-up, annual, etc.)
- 41. Monthly Monitoring Contact
- 53. Quarterly Visit
- 97. Medicaid Eligibility Follow Up
- 99. Additional contact (non billable)

*03 & 39 can overlap for different participants (i.e. Assessors can be traveling to visit a participant and can be talking on the phone regarding another participant.)

SERVICE PARTICIPANT

- 01. Recipient/Participant
- 02. Parent or Legal Guardian
- 03. Other Family Member
- 04. Responsible Representative
- 08. Health Care Provider
- 09. Supportive Services/Resources
- 10. Program Office (OCDD, OAAS, BHSF, APS, EPS, HSS)
- 11. Medicaid Eligibility Office
- 12. Waiver Service Provider
- 16. Advocacy Representative
- 17. Nurse Consultant
- 18. Statistical Resources Inc.
- 19. Healthy Louisiana Contact
- 20. MFP/MPL Transition Coordinator
- 21. Ombudsman
- 99. Other

MONTHLY CODES (Service Activity code of 41):

MONTHLY MONITORING

(*Asterisked items require remediation.)

Monitoring codes for ADHC, PAS, LT-PCS, and MIHC services

- 01. Service received and delivered in the amount, frequency and duration specified in the current POC.

Below are monitoring codes if services were **NOT** delivered in the amount, frequency, and duration specified in the current POC.

- 02. Participant temporarily admitted to a nursing facility or hospital.
- 03. Service was declined by participant.

Additional codes for ADHC service only

- 11. ADHC unscheduled closures (e.g. bad weather, etc.)
- 12. No provider available in the transport radius.
- 13. Transportation NOT available (e.g. ADHC transport vehicle broken down, etc.).*

Additional codes for PAS & LT-PCS only

- 21. Unplanned worker absence and family/other natural support provided care per Back-Up Staffing Plan.
- 22. Participant refusing back-up worker.
- 23. Unplanned worker absence and DSP did NOT provide care per Back-Up Staffing Plan.*

Additional code for PAS, LT-PCS and MIHC services only

- 31. Unplanned worker absence and Back-Up Staffing Plan **NOT** followed.*

MONTHLY REMEDIATION

Monitoring codes for ADHC, PAS, LT-PCS, and MIHC services

- 01. Remediation in progress (Give explanation in comments.)
- 02. Assisted participant in locating other provider(s).

Additional codes for PAS, LT-PCS, and MIHC services only

- 11. Back-Up Staffing Plan revised.
- 12. POC Revision completed.
- 13. New worker in place

Additional code for ADHC service only

- 21. Transportation resource located.

ANNUAL CODES:ANNUAL MONITORING

(*Asterisked items require remediation.)

Below are monitoring codes for all services if services (listed in the current POC) are **NOT** delivered at least once in the previous POC year.

- 01. Participant's health declined
- 02. Participant non-cooperative
- 03. Provider unable to provide or complete service (e.g. ADHC temporarily closed due to bad weather, etc.)
- 04. Participant declined service.
- 05. POC Extension (e.g. appeals, etc.)
- 06. Discharged from the waiver
- 99. Other*

ANNUAL REMEDIATION (Occurred or will occur)

- 01. Remediation (Give explanation in comments.) (e.g. SC will make appointment for therapy assessment, etc.)
- 02. POC/POC Revision reflects current situation/needs.
- 03. Documentation supports discontinued services.

NOTE: Annual monitoring will be conducted during the last calendar month of the POC year.



OCDD LOUISIANA SERVICE REPORTING SYSTEM (LaSRS) SERVICE LOG CODE

PLACE OF SERVICE

- 02. Place of Residence
- 09. Day Program or ADHC Facility
- 10. Mental Health Clinic
- 12. School
- 13. Support Coordination Agency
- 14. Jail or Correctional Facility
- 15. Day Care or nursery school
- 16. OT, PT, Speech Therapist's Office
- 18. Early Intervention Provider
- 19. Service Provider's Place of Business
- 21. Hospital
- 22. Medical/Public Health Clinic
- 23. ICF/DD
- 24. Nursing Facility
- 99. Other Community Location

TYPE OF CONTACT

- 1. In person
- 2. Telephone
- 3. Written
- 6. Documentation

SERVICE ACTIVITY

(VACP only codes 20,22,23,24,and 25)

- 00. No service provided (non billable)
- 01. Initial Contact
- 03. Service Planning, Implementation, and Follow-up*
- 04. Unannounced Visit/ Health and Safety
- 13. Annual POC meeting
- 15. Emergency Event Tracking
- 16. Initial POC meeting
- 20. Medical Consultation
- 21. Health Management
- 22. Medical Crisis Management
- 23. Medical Crisis Training & Tech Assistance-School
- 24. Medical Crisis Training & Tech Assistance-Community
- 25. Intense Informing for Complex Health Needs
- 37. CIR Tracking
- 38. Documentation
- 39. Travel (does not count towards billing)*
- 41. Monthly Monitoring Contact
- 53. Quarterly Visit
- 56. Advocacy
- 59. Monitoring service provider records/notes/billing
- 60. Transition and Closure
- 76. Assessment
- 97. Medicaid Eligibility (non billable)
- 99. Additional Contact (non billable)

*03 & 39 can overlap for different participants (i.e Support Coordinators can be traveling to visit a participant and can be talking on the phone regarding another participant.)

SERVICE PARTICIPANT

- 01. Recipient/Participant
- 02. Parent or Legal Guardian
- 03. Other Family Member or Essential other
- 04. Responsible Representative
- 07. Education

MONTHLY CODES (Service Activity code of 41):

MONTHLY MONITORING

(*Asterisked items require remediation.)

Monitoring codes for ADHC, IFS, FS, CLS, Skilled Nursing, Day Hab, Pre-Voc, and SE

01. Service received and delivered in the amount, frequency and duration specified in the current POC.

Below are monitoring codes if services were NOT delivered in the amount, frequency, and duration specified in the current POC.

Monitoring codes for IFS, CLS, FS, Skilled Nursing, Day Hab, Pre-Voc, and SE

02. Participant temporarily admitted to a nursing facility or hospital.

03. Service was declined by participant.

Additional codes for ADHC, Day Hab, Pre-Voc, and SE

11. ADHC, Day Hab, SE and Pre-Voc facilities unscheduled closures (e.g. bad weather, etc.)

12. No provider available in the transport radius.

13. Transportation NOT available (e.g. ADHC transport vehicle broken down, etc.).*

Additional codes for IFS, FS, Skilled nursing, Day Hab, Pre-Voc, SE and CLS services

21. Unplanned worker absence and family/other natural support provided care per Back-Up Staffing Plan.

22. Participant refusing back-up worker.

23. Unplanned worker absence and DSP did NOT provide care per Back-Up Staffing Plan.*

Additional code for Self-Direction, IFS, FS and CLS services

31. Unplanned worker absence and Back-Up Staffing Plan NOT followed.*

MONTHLY REMEDIATION

Monitoring codes for FS, Skilled Nursing, IFS and CLS services

01. Remediation In Progress (Give explanation in comments.)

02. Assisted participant in locating other provider(s).

Additional codes for IFS, FS, Skilled Nursing, and CLS services

11. Back-Up Staffing Plan revised.

12. POC Revision completed.

13. New worker in place

Additional code for ADHC, Pre-Voc, Day Hab and SE service only

21. Transportation resource located.

ANNUAL CODES:

ANNUAL MONITORING

(*Asterisked items require remediation.)

Below are monitoring codes for all services if services (listed in the current POC) are NOT delivered at least once in the previous POC year.

01. Participant's health declined

02. Participant non-cooperative

03. Provider unable to provide or complete service (e.g. ADHC temporarily closed due to bad weather, etc.)

04. Participant declined service.

05. POC Extension (e.g. appeals, etc.)

06. Discharged from the waiver

99. Other*

ANNUAL REMEDIATION (Occurred or will occur)



**OCDD LOUISIANA SERVICE REPORTING SYSTEM (LaSRS)
SERVICE LOG CODE**

- 08. Health Care Provider
- 09. Supportive Services/Resources
- 10. Program Office (OCDD, OAAS, BHSF, CPS, APS, EPS, HSS)
- 11. Medicaid Eligibility Office
- 12. Waiver Service Provider
- 13. Non- Medicaid other Provider (paid/non-paid)
- 16. Advocacy Representative
- 17. Nurse Consultant
- 18. Statistical Resources Inc.
- 19. Healthy Louisiana Contact
- 20. MFP/MPL Transition Coordinator
- 21. Ombudsman
- 99. Other

- 01. Remediation (Give explanation in comments.) (e.g. SC will make appointment for therapy assessment, etc.)
- 02. POC/POC Revision reflects current situation/needs.
- 03. Documentation supports discontinued services.
- NOTE: Annual monitoring will be conducted within the last month of the calendar year.**

MFP RESIDENCE CODE

- 01. Home owned by participant
- 02. Home owned by family member
- 03. Apartment leased by participant, not assisted living
- 04. Apartment leased by participant, assisted living
- 05. Apartment subsidized
- 06. In hospital/nursing facility

MFP PARTICIPANT LIVES WITH FAMILY MEMBERS

- 01. Yes
- 02. No

ATTACHMENT P: REPORTING

There are two (2) types of reports that need to be available in the Contractor's system. The Contractor's due date for these reports is at least thirty (30) calendar days prior to Go-Live and accessible 24/7 thereafter:

- Ad Hoc Reports: Allows the exporting of information within a section of the system (i.e., POC section, PA section, etc.).
- Standard Reports: Can be filtered to include the information needed.

Other reports may be requested by LDH at its discretion. The Contractor shall complete requests regarding declared emergency declarations within three (3) business days and all other reporting requests within five (5) business days.

All reports shall have the capability to export data in Excel, CSV, or Text formats.

Report content, format, periodicity, submission method, distribution, and specific requirements will be mutually agreed upon between LDH and the Contractor in advance of the initial report delivery.

The Contractor shall develop and deliver, at a minimum, the following State, Provider, and Support Coordination Reports.

1. Ad Hoc Reports: General

Section of System	Description and Parameters	Purpose
Electronic Form System	EPOC for OCDD and OAAS for Waivers only (excludes LT-PCS).	Allows the generation of an EPOC.
Emergency Preparedness	<ul style="list-style-type: none"> • Emergency Events for SC's to Update • Contact information –who needs to be contacted • Relocation Information – tracks evacuation and relocation • Event Summary – reports on all emergencies tracked • Compliance report – % of individuals contacted by SCA • COVID-19 – special tracking report with additional fields from normal emergency events 	Allows ability to electronically track during an emergency.
Mapping	Ability to check service delivery location via a map and the GPS.	See EVV Requirements.
MFP (OAAS Specific)	Identifies Participants that participate in the MFP program. Tracks begin date, closure date, closure reason, and re-institutionalization reason.	Allows OAAS to have a list of Participants participating MFP program.
Plans of Care	Listing of each approved POC for an individual. Also identifies the current assessment level if the Waiver was closed, when, and why. Needs to include the SCA assigned.	Allows ability to track late POCs or determine when and why a Waiver was closed.

Section of System	Description and Parameters	Purpose
Prior Authorizations (Provider and SCA)	List a PA and all relevant information associated with the PA.	Ability to identify providers that have a PA for a Participant.
Procedure Codes	Identifies all Procedure Codes, the associated Waiver, the billing increment, and a description of the code.	Allows ability to look up Procedure Codes for services.
Provider Numbers	Identifies the Medicaid provider number by Waiver and Procedure Code.	Reduces errors when preparing POCs and POC Revisions.
RFSR/SUN	Monthly count of the number of individuals open on the DD RFSR who have a SUN Score of 0, 1 and 2.	Used by OCDD RFSR Section Managers and Supervisors for tracking and reporting purposes.
RFSR/SUN	Monthly count of the number of individuals open on the DD RFSR who have a SUN Score of 3 and 4.	Used by OCDD RFSR Section Managers and Supervisors for tracking and reporting purposes
RFSR/SUN	Monthly count of the number of individuals open on the DD RFSR who do not have a SUN Score.	Used by OCDD RFSR Section Managers and Supervisors for tracking and reporting purposes.
RFSR/SUN	Number of individuals open on the DD RFSR with no SUN score who are scheduled for initial screening.	Used by OCDD RFSR Section Managers and Supervisors for tracking and reporting purposes
RFSR/SUN	Number of individuals open on the DD RFSR with no SUN score who have been assigned to a screener but have not been scheduled for initial screening.	Used by OCDD RFSR Section Managers and Supervisors for tracking and reporting purposes
RFSR/SUN	Number of individuals open on the DD RFSR who have requested screening but have not been assigned.	Used by OCDD RFSR Section Managers and Supervisors for tracking and reporting purposes
RFSR/SUN	Number of Initial SUN Screenings completed each month.	Used by OCDD RFSR Section Managers and Supervisors for tracking and reporting purposes
RFSR/SUN	Number of SUN Re-screenings completed each month.	Used by OCDD RFSR Section Managers and Supervisors for tracking and reporting purposes
Services	Identifies all services entered or clocked in/out including SCA services.	Allows ability to determine what services were delivered, when, and by whom.
My Choice Program (OAAS Specific)	Identifies Participants that participate in the My Choice program. Tracks begin date, closure date, closure reason, and re-institutionalization reason.	Allows OAAS to have a list of Participants participating in the My Choice program.

2. Ad Hoc Reports: Provider

Section of System	Description and Parameters	Utilization
Manage Day/Night Schedule	Lists all Participants and allows the provider agency to identify a night shift by begin and end time.	Allows provider to designate a night shift for Participants in the NOW
Manage Groups/DSWs by Participant	Lists all Participants and allows the provider agency to select a Participant and assign a DSW. Has ability to generate a report by Participant.	Used to link DSWs to the Participants they can work with. These are the only ones that show up when the access the system to clock in.
User Account reports for providers	Section in the system that allows a provider agency to view all user accounts and identifies those that are locked.	Ability to maintain user accounts, including unlocking and inactivating.

3. Standard Reports: State Office

Name of Report	Description and Parameters	Utilization
Active Client List	List allows ability to select based on provider agency. Lists everyone with a current PA for that provider agency.	Used when review of an agency is needed so State can determine how many individuals receive services from the agency.
ADHC Count	List of ADHC attendance for client by quarter. Messages could show PA begin date, PA expiration date or ADHC Waiver date.	Allows OAAS to keep track of ADHC Waiver Participants attendance to ADHC programs to ensure OAAS attendance requirement is being met for ADHC Waiver.
Aging Report – Summary	Tracks linkage to approval for Waivers by time frame from linkage (30, 60, 90, 120, 180, less than 365, more than 365).	Allows ability to electronically track Waiver status.
Aging Report Detail	Ability to pull historical linkage to approval time frames based on select criteria. (Date range, SCA, Region, Waiver). Include Participant name.	Allows ability to electronically track Waiver status.
Blocked Services Report	Provides agency, Participant, service date, Procedure Code, begin time, end time, DSW name and SSN, program (Waiver, etc.) type of overlap (block or informational), overlap reason, total time of service in minutes, time deduct in minutes, message with more descriptive reason.	Identifies Blocked Services to providers.
Connectivity Report	Identifies home address via Recipient name where there is no cellular or internet connection as reported by the provider.	Used in determining compliance with EVV utilization. These locations are excluded from the utilization threshold.
EMOD report (OCDD Specific)	Shows the balance available for either EMOD or SME per Participant. Also identifies Participant name, SSN, DOB, Region, and SCA Name.	Identifies the amount of money left for an individual for EMODs or SME.

Name of Report	Description and Parameters	Utilization
EVV Usage	Compliance with EVV threshold. Shows total number of services for each month. Indicates if service was manually added or manually edited, or if was an EVV service.	See EVV Requirements.
LTPCS No Recent Activity Report	Reports individuals that have not received an LT-PCS service in ninety (90) Calendar Days.	Used to determine if individual should remain in program.
Medicaid Exclusion Report at State Level	System checks for Exclusions by accessing the Adverse Actions Report, OIG site, and DSW Registry.	Reports DSWs that had a match to any of the registries and date match was determined. Provides level of certainty if potential match is found.
No Services in 90 Days	Reports individuals that have not received a Waiver service in ninety (90) Calendar Days.	Needed to meet CMS requirements. Only applies to NOW, ROW , OAAS CCW, and ADHC Waiver.
OCDD / OAAS Offers, Linked & Certified Report	Summary of slots, offers, linkages and certifications provided weekly to OCDD, OAAS, & MPSW.	These reports allow OCDD and OAAS to track important data elements and provide crucial information needed for compliance with quality reporting for CMS and MOUs.
OCDD/OAAS Over/Under paid PA's	Identifies Prior Authorizations that have been overpaid or underpaid per reconciliation of services provided, billed, and paid versus services released.	Alerts providers of overpaid/underpaid PAs based on billing and reimbursement .
Path to Employment (OCDD Specific)	Set of questions that requires the SCA to ask questions about employment for any over the age of 16.	Used to track employment statistics for individuals in OCDD Waivers.
RFSR OCDD / OAAS Request for Services Registry Counts	Provides the number of individuals on OCDD's and OAAS's RFSRs in a given month. It's an on-going list.	These reports allow OCDD and OAAS to track important data elements and provide crucial information needed for compliance with quality reporting for CMS and MOUs.
SCA Activity Report	Provides data on services delivered and if a requirement has not been met.	Tracks service delivery and requirements for SCAs for billing purposes.
Self-Direction Report	Identifies individuals who have self-directed services. Used for billing reconciliation.	Provides a list of individuals in self-direction by Waiver by month/year.
TEPA Report	Shows balance available for individuals in the New Opportunities Waiver and the Residential Options Waiver who have transitioned out of a facility setting. Maximum allowed is \$3000 a lifetime. Balance tracked on this report.	Used to determine if any Transitional Expenses Planning and Approval (TEPA) funds remain in an individual's account.

4. Standard Reports: Providers

Name of Report	Description and Parameters	Utilization
Blocked Services Report	Contains all of the provider's services that currently have deductions applied and the corresponding information for that service.	Allows provider to be aware of Blocked Services and reason for block.
Clients currently clocked into in-home services report	Provides a report of clients that currently have workers clocked in. Is available on the dashboard.	Ability to see who currently has a worker.
POC Balance	Filtered by participant Includes Procedure Code, PA, PA dates, delivered Units, authorized Units, remaining Units, and dollar balance remaining.	Allows providers to view POC PA balance.
DSW ability to see shifts worked	System should provide the ability for the DSW to see services provided. The information is available online.	DSW can see the clock in/out time for shifts worked as well as estimate number of hours worked for payment purposes.
DSW Procedure Total	Variable report start and end date; ability to group by client, ability to select all DSWs, ability to include all Waivers, ability to indicate a specific Procedure Code. Includes begin time, end time, and total time delivered.	Provides a report by DSW of all hours worked by client for a period of time.
Potential Exclusion List Matches	A report showing DSWs that potentially match an Exclusion list. This report does not replace the current process of agencies checking the Exclusion list at this time and these matches may or may not be the excluded individual and will need to be followed up on by the agencies with the appropriate entity that distributes the Exclusion list.	A reminder to provider of their responsibility to check OIG's Exclusion list based on requirement.
Prior Days records without end time report	Provides a report of services that did not have an end time from the previous day. Available as a report on the dashboard.	Used to prevent orphaned records
Time and Attendance Report	Variable start and end date by employee. Provides all clients worked with, each shift worked by client, and the total time worked for each shift. Gives a summary of number of hours per Procedure Code and then total number of hours for the period.	Can be used to identify time worked by a DSW.

Name of Report	Description and Parameters	Utilization
Over/Under Authorized Report	<p>To include the specific reason(s) why Units/authorized services were adjusted and any actions needed to reconcile claims. This report should provide the following:</p> <p>Recipient name Recipient Medicaid ID PA number Internal Control Number (ICN) Procedure Code Span date billed Units Paid Units Released Potential Units to bill (negative number if overbilled) Status (processed or no payment found). For No Payment Found, the span date is limited to one (1) day</p>	Alerts providers of overpaid/underpaid PAs based on billing and reimbursement .

5. Standard Reports: Support Coordination

Name of Report	Description and Parameters	Utilization
ADHC count	List of ADHC attendance for client by quarter. Messages could show PA begin date, PA expiration date or ADHC Waiver date.	Allows SCs to keep track of ADHC Participants attendance to ADHC programs to ensure OAAS attendance requirement is being met.
Aging Report	Clients linked but without Prior Authorization	Allows SCAs to track initial Waiver status of new Participant
Case Loads	Lists clients Waiver Target counts for Support Coordinators and supervisors.	Allows SCAs to assign SCs to Participants.
E- Modifications Balance (OCDD specific)	Gives a list of clients; the remaining dollar amount of their EMOD and the remaining Medicaid dollar amount. PA can be viewed from this screen.	For SCs to have access to Participants EMOD balance.
Medicaid Eligibility Renewal	List of clients and their RFI status, RFI due date, Renewal date, Schedule closure date, Eligibility contact name and Support Coordinator.	Allows gives SCs the ability to have access Medicaid renewal information to assist Participants with complying with Medicaid's request.
No Services in 90 Days	Clients who haven't received services in ninety (90) Calendar Days.	Needed to meet CMS requirements. Only applies to

Name of Report	Description and Parameters	Utilization
		NOW, ROW, OAAS, CCW, and ADHC.
Service Remediation	A listing of services requiring remediation based on codes entered into system.	Allows SCs to identify services that require remediation activities.
Service Tracking Report	Variable report start and end date, provides individual client information for all clients. Can be detail (by date) or summary (by date range), includes all Procedure Codes, PA number, PA date range, time delivered, Units delivered, time allowed, authorized Units.	Report of services provided either in detail or summary for a specified period of time.
Support Coordination Activity Report	Support Coordinator Activity Report will show what requirements/criteria haven't been met in RED. If nothing is displayed and Status is RELEASED then all requirements/criteria have been met.	Allows SCAs to track meeting SC requirements for the month, quarter, and annual.

ATTACHMENT Q: REGISTRY FILE DATA ELEMENTS**Closures**

Column Name	Description
Waiver	Waiver Type
Lname	Last Name
Fname	First Name
DOB	Date of Birth
SSN	Social Security Number
Medicaid	Medicaid Number
Request_DT	Request Date
Closure_DT	Closed Date
CL_Reason	Closed Reason

Reopens

Column Name	Description
Waiver	Waiver Type
Lname	Last Name
Fname	First Name
DOB	Date of Birth
SSN	Social Security Number
Medicaid	Medicaid Number
Request_DT	Request Date

Waiver Requester Table – Data Definitions

Column Name	Length	start	End	Description
Registry_ID	20	1	20	Registry Unique Identifier
CallDate	19	21	39	Call Date and Time
LNAME	30	40	69	Requestor Last Name
FNAME	25	70	94	Requestor First Name
SSN	9	95	103	Requestor Social Security Number
DOB	10	104	113	Requestor Date of Birth
MADDRESS1	60	114	173	Requestor Mailing Address Line 1
MADDRESS2	30	174	203	Requestor Mailing Address Line 2
MCITY	25	204	228	Requestor Mailing City
MSTATE	2	229	230	Requestor Mailing State
MZIPCODE	9	231	239	Requestor Mailing Zip Code
PhyADDRESS1	60	240	299	Requestor Physical Address Line 1
PhyADDRESS2	30	300	329	Requestor Physical Address Line 2
PhyCITY	25	330	354	Requestor Physical City
PhySTATE	2	355	356	Requestor Physical State
PhyZIPCODE	9	357	365	Requestor Physical Zip Code
PhyPARISH	25	366	390	Requestor Physical Parish

Column Name	Length	start	End	Description
PRIMARYPHONE	10	391	400	Requestor Primary Phone
PRIMARYPHONEEXT	4	401	404	Requestor Primary Phone Extension
ALTERNATEPHONE	10	405	414	Requestor Alternate Phone
ALTERNATEPHONEEXT	4	415	418	Requestor Alternate Phone Extension
RELATION	25	419	443	Relation of Representative to Requestor
ARLNAME	25	444	468	Representative Last Name
ARFNAME	25	469	493	Representative First Name
ARepADDRESS1	60	494	553	Representative Address Line 1
ARepADDRESS2	30	554	583	Representative Address Line 2
ARepCITY	25	584	608	Representative City
ARepSTATE	2	609	610	Representative State
ARepZIPCODE	9	611	619	Representative Zip Code
ARepPHONE	10	620	629	Representative Primary Phone
ARepPHONEExt	4	630	633	Representative Primary Phone Ext
AREPALTERNATEPhone	10	634	643	Representative Alternate Phone
AREPALTERNATEPhoneEXT	4	644	647	Representative Alternate Phone Ext
ISCALLERREQUESTOR	1	648	648	Was Caller the Requestor (0 = unchecked, 1 = checked)
Medicaid_ID	13	649	661	Medicaid Number
Diagnosis_1	15	662	676	Primary Diagnosis
Deceased_Date	10	677	686	Closed Date
Last_Modify	19	687	705	Last Modify Date and Time
DELETE_ID	20	706	725	Deleted Record (0 = Active, 1 = Deleted)
Diagnosis_2	15	726	740	Secondary Diagnosis
Diagnosis_3	15	741	755	Secondary Diagnosis
Diagnosis_4	15	756	770	Secondary Diagnosis
Diagnosis_5	15	771	785	Secondary Diagnosis

ATTACHMENT R: EPSDT ELECTRONIC PLAN OF CARE REPORTS LIST AND DATA ELEMENTS**Active Client list**

Client Name	Case Number	Authorization	Closure	Age	Race	Target	SSN	Current Parish	ICD10 Code	Medicaid ID
-------------	-------------	---------------	---------	-----	------	--------	-----	----------------	------------	-------------

Client Contact Information

Client Name Target and Address	Physical Address	Phone Number	Significant Other Name and Address	Phone Number
--------------------------------	------------------	--------------	------------------------------------	--------------

Authorization and Closures: Date Range Begin-Date Range End

Target	Begin Cases Open	Cases Added	Closed Cases	End Open cases
--------	------------------	-------------	--------------	----------------

Staff list: Sort Order: Support Coordinator Name, Classification, Security Level Status

Support Coordinator Logon ID and Name	Employment Date Range	Partial SSN	Partial DOB	Security Level: Administration	Level Status: Active/ Disabled
---------------------------------------	-----------------------	-------------	-------------	--------------------------------	--------------------------------

Support Coordinator Caseload: Support Coordinator Look up; Detail view or Summary View

Support Coordinator Name	Number of Actual Cases	Maximum Caseload
--------------------------	------------------------	------------------

Service Event List: Sort order: Support Coordinator ID (date/time), Date/Time/Name, Support Coordinator/Client

SC ID	SC Name	Ticket Number	Case Number	Client Name	Service Date	Begin Time	End Time	Place	Contact	Service Type	Participants	Void
Reviewed by Supervisor	Reviewed Date											

Clients with Expiring Authorizations: Sort Order: Target/Support Coordinator/Client Name; Target/Client Name; Target/Expiration Date; Target/PA Number

Target	Case Number	Client Name	SSN	PA Number	PA Period	Medicaid ID	SC
--------	-------------	-------------	-----	-----------	-----------	-------------	----

Clients without services

Case Number	Client Name	Last Date of Service
-------------	-------------	----------------------

PA List

Client Name	Case Number	SSN	PA Number	PA Date Range	Medicaid ID	Enter Date
-------------	-------------	-----	-----------	---------------	-------------	------------

POC Updates

Agency Name	Client Name	POC Ends	Last Date POC Submitted	First POC meeting dates	Next POC due date	Redetermination Due Date	Status:
							<ul style="list-style-type: none"> Needs initial POC Needs initial POC/needs redetermination In process In process/needs redetermination Needs annual POC Needs annual POC/ needs redetermination

Required Action

Monthly requirements	Monthly Requirement meet		Reported Data:		Must be between:	Actual
Client name	Months of the quarter: Jan Feb Mar	Date of contact	YES or NO	Case Open POC begin: POC end: POC submit:	-3-day contact: Date Range -30 day POC: Date Range -Timely POC: Date Range	-3day contact date -30 day POC Date -POC submit date

Services without PA

Target	Case Number	Client Name	SSN	Service Date	Support Coordinator
--------	-------------	-------------	-----	--------------	---------------------

Aging Report

Client Name	Case Number	Enroll Date	Age	Sex	Race	Target	SSN	Current Parish	Primary Diagnosis	Days since case opened
-------------	-------------	-------------	-----	-----	------	--------	-----	----------------	-------------------	------------------------

Recently submitted POC

Client Name	DOB	SSN	Case Number	SC Name	Formal Documents requested (Yes/No)	Approved /Denied by	Status	Submit Date	Approval/ Denial Date	Begin Date	End Date
-------------	-----	-----	-------------	---------	-------------------------------------	---------------------	--------	-------------	-----------------------	------------	----------

Blank POC

Blank printable copy of the POC containing all required data elements.

Unsubmitted POCs

Supervisor Signature date	Case Number	Client Name	POC	Type	POC ID	Support Coordinator Name	Signing ID	Supervisors Name

Tracking Required Action

Case #	Client Name	Type of Service Requested	SCD (initials)	Amount of Service Units Requested	Request Date	Choice of Provider Date	Provider	Days Out

Request Type :Renewal/ Initial

- Psychological evaluations and therapy
- Psychiatric residential care
- Medical, dental, vision and hearing screenings and care
- Audiology services
- Speech and language evaluations and therapies
- Occupational therapy
- Physical Therapy
- Pediatric Day Health Care (PDHC)
- Applied Behavioral Analysis (ABA)
- Behavioral Health Rehab
- Personal Care Services (PCS)
- Home Health Care Services (HHCS)
- Extended Home Health Services (EHH)
- Hearing aids and supplies needed for them
- Eyeglasses and/or contact lenses
- Nutritional supplements needed for growth or nourishment
- Diapers
- Other DME

Required Action:

- Final Approval/Denial Status must be filled in.
- Follow up with family on their COP.
- Complete Referral to Provider/MMCCM.
- PA Notice if PA notice has not been received. (Service Log)
- Must make 15 Day Provider/ MMCCM contact to seek assistance with choice of provider.
- Must Start New Medicaid Managed Care Program Tracking (20 Day PA Renewal Notice to provider)
- Complete 35 Day PAL Referral for Untimely PA Packet Submission if PA packet has not been submitted to FI/Medicaid Managed Care Program. (Service Log)
- Must make 35 Day Provider/MMCCM contact to check on PA packet status. (Service log)
- Must Start New Tracking (45 Day PA Renewal Notice to provider)
- PA Notice must be received. (Not Received within 60 Days.)
- Can Start New Medicaid Managed Care Program Tracking (60 Day PA Renewal Notice to provider)
- Can Start New Tracking (60 Day PA Renewal Notice to provider)
- Complete 60 Day PAL Referral for Untimely PA Notice if PA notice has not been received. (Service Log)
- Can Start New Tracking (60 Day PA Renewal Notice to provider)
- Must Start New Medicaid Managed Care Program Tracking (20 Day PA Renewal Notice to provider)
- Make contact with Recipient within 20 Calendar Days of the Appeal request to see if they have received a response, and/or need additional assistance.

Approved Initial POC

Client Name	Medicaid ID	SSN	Agency	POC Type	Begin Date	End Date	Participant Signature Date	Submit Date	Approval Date
-------------	-------------	-----	--------	----------	------------	----------	----------------------------	-------------	---------------

Approved Annual POC

Client Name	Medicaid ID	SSN	Agency	POC Type	Begin Date	End Date	Participant Signature Date	Submit Date	Approval Date
-------------	-------------	-----	--------	----------	------------	----------	----------------------------	-------------	---------------

Quarterly Report

For each case management / Support Coordination Agency

1. Number of POCs with prior authorized services
2. Number of POCs without prior authorized services (requesting SC only)
3. Number of initial PAs requested (choice of provider within quarter)
4. Number of renewal PAs requested (date reminder notice sent to provider)
5. Number of changes in requested services (i.e. amount of service)
6. Number of provider changes (date new OP signed for initial request or existing PA)
7. Number of PAs not issued within sixty (60) Calendar Days of Participant's request (date of OP to date of FI or MCO decision)

8. Number of services with gaps in authorization periods (if PA end date within quarter and not due to family choice)
9. Number of PAL contacts (include phone or written)
10. Number of full denials received
11. Number of partial denials received
12. Number of denials appealed
13. Number of trackable service needs
14. Number of service needs being tracked
15. Number of trackings without COP date
16. Participant Service Needs that need to be tracked
17. Participants without prior authorized Services
18. Trackings without COP

The following statements are required at the end of this report:

____ *I have reviewed the POCs, PA Tracking Logs, Service Logs, and case records and agree with the findings of this report.*

____ *I have reviewed the POCs, PA Tracking Logs, Service Logs, and case records and do not agree with these findings. I am attaching my findings of discrepancies and supporting documentation.*

EPSDT Specialist signature _____

EPSDT Supervisor signature _____

Fax a copy of the signed LSCIS Quarterly Report and findings of discrepancies with supporting documentation to XXXXXXXX at XXX-XXX-XXXX by the fifth (5th) day of the month following the end of each quarter.

Support Coordinator Activity

Client	Requirements Met	Required Contacts	Minutes	Reported Data (Pre Populated by system)	Must be between	Actual
Client Name and Case Number	YES or No Month: Jan Feb Mar QTR	Date of contact	Ex: 180	Case open POC begin POC End Qtr POC submit	-3-day contact: Date Range -30 day POC: Date Range -Timely POC: Date Range	-3day contact date -30 day POC Date -POC submit date

Special Needs Clients

Last Name	First Name	Date of Birth	SSN	Special Needs Date
-----------	------------	---------------	-----	--------------------

Most Recently Approved CPOCs

Support Coordinator: All				
Client Name	Age	Case Number	POC Begin Date	POC End Date

Outstanding 60+ Day Service

Case Number	Client Name	Service Need Description	Support Coordinator Name	S.C. Supervisor Name	Days Out
-------------	-------------	--------------------------	--------------------------	----------------------	----------

Medicaid Managed Care Program Client List

By Support Coordination Agency

Behavioral Health

Case Number	Client name	Healthy Louisiana MCO	Birthdate	SSN	Medicaid ID	POC date range
-------------	-------------	-----------------------	-----------	-----	-------------	----------------

Physical Health

Case Number	Client name	Healthy Louisiana MCO	Birthdate	SSN	Medicaid ID	POC date range
-------------	-------------	-----------------------	-----------	-----	-------------	----------------

Managed Care Program Sites

Facility Abbreviation	Facility /MCO Name	Phone	Fax	MCO Managed Care Supervisor
-----------------------	--------------------	-------	-----	-----------------------------

Service Needs Changes*By Support Coordination Agency*

Client Name	Date of change	Description of Change	Changed by
-------------	----------------	-----------------------	------------

Recipients without ICD10s

Client name	Case Number	SSN#	ICD9 Diagnosis
-------------	-------------	------	----------------

Open Recipients without Prior Authorization

Case Number	Client Name	SSN	Support Coordinator
-------------	-------------	-----	---------------------

ATTACHMENT S: EVV POLICY RULES

EVV Policy Rule	Criteria
<p>LDH has implemented a State sponsored EVV system for Home and Community-Based Services. Providers must use the State sponsored EVV system, or have an EVV system that can successfully integrate with the State sponsored EVV system. Providers must meet the State established utilization threshold for EVV. The Post Authorization process will put a hold on services that are manually entered/edited over the State established threshold.</p> <p>The Contractor will monitor each provider's compliance with LDH's requirements for EVV and, if found to be out of compliance, will not authorize services for payment in accordance with LDH policy as part of the Post Authorization process.</p>	<p>Providers must meet the State established utilization threshold for EVV electronic clock in/clock out. The Post Authorization process will block Units for services that are manually entered over the State established allowance threshold. Once EVV reported services meet the State established compliance standard, previously blocked services will be released for payment to the provider.</p> <p>The following circumstances for manually entered services will NOT be counted as part of the State established allowance threshold:</p> <ul style="list-style-type: none"> • Services provided in an area without cellular or internet connectivity. The provider must follow the EVV Connectivity form process (Refer to the LDH EVV Policy.) • Services provided by a worker during the first thirty (30) Calendar Days of employment with the provider. • Services provided to a consumer before the Prior Authorization is available in the EVV system.
Supported Independent Living in the New Opportunities Waiver (NOW) Monthly face to face visit must occur in the home	Checks for in-home GPS for the monthly meeting (EVV) prior to release of Unit(s).
Support Coordination quarterly and annual meetings required to utilize EVV for clock in/clock out.	Does not affect Post Authorization of services at this time.
Automatically changes the Date Of Service and keeps all remaining data (worker, Participant(s)) at midnight when a shift is worked overnight. Allows for a single clock in/out for an overnight shift without requiring DSW intervention to change the date.	Service record will reflect the correct date after midnight when a consecutive (overnight) shift is being worked and retain the DSW and Participant(s) information.

EVV Policy Rule	Criteria
<p>Developed a process to analyze EVV GEO location data for compliance as identified on the POC. Screen data to remove unreliable data from GPS, address changes, services held in the community and worker providing transportation. HCBS Data contractor contacts Support Coordinator/case manager to further investigate/screen.</p>	<p>The EVV system shall provide a Services Audit section to capture potential fraudulent services and out-of-state services which shall include:</p> <ul style="list-style-type: none"> • Assigned agency number • Agency name • Recipient Last Name • Recipient First Name • Recipient Social Security Number • Waiver type with the ability to select a specific Waiver type • Region with the ability to select a specific region • Audit Type to include the option to select out of State or service location – delineates in State services • Date the case was open • Date the case was closed • Date sent to regional office for review, if necessary • Date sent to program office (OAAS, OBH or OCDD) for review, if necessary • Date submitted to Program Integrity <p>The system shall provide users with the ability to view service details (exportable to Excel, CSV) to include:</p> <ul style="list-style-type: none"> • Service number • Service begin date • Service end date • Service begin time • Service end time • Service Procedure Code • DSW Last Name • DSW First Name • Minutes for each service date • State of clock in (if logged as out of State service) • State of clock out (if logged as out of State service) • Justification provided by DSW for out of State service
<p>The system requires the provider to link DSWs to Participants.</p>	<p>Allow only a select group of Participants to show up for a DSW based on the provider's linkage for DSW to Participant.</p>

ATTACHMENT T: SYSTEM DEVELOPMENT REQUIREMENTS

Any custom software development, or software integration activities must adhere to the following standards:

1. Source Code Requirements

- The Contractor should adhere to Twelve-Factor Application design constraints - <http://12factor.net/>.
- The Contractor shall design the application architecture to ensure a separation of concerns and a reasonable degree of modularity between systems.
- The Contractor shall adhere to the “Don’t Repeat Yourself” (DRY) principle to ensure that the codebase remains flexible.
- The Contractor shall ensure that all code will be written to a language specific code-style guideline (e.g., AirBnB Style Guide for JavaScript [<https://github.com/airbnb/javascript>]).
- The Contractor shall use an automated tool to evaluate the codebase and ensure compliance with the code-style guideline (e.g., if the Contractor uses C#, StyleCop may be used).
- The Contractor shall manage all assets (e.g., source code, automated tests, user stories, configuration files, knowledge transfer material, etc.) using the State’s GitHub Enterprise System.
- The Contractor shall ensure all code written by one developer is reviewed by another developer before merging into the mainline codebase.
- The Contractor shall follow industry standard branching strategies (e.g. GitFlow, GitHubFlow).
- The Contractor shall follow industry standard code review practices.
- The Contractor shall use industry standard package management solutions for dependency management (e.g. NuGet, NPM).

2. Automated Testing

- The Contractor shall create and execute automated unit testing (e.g. Selenium, cypress).
- The Contractor shall create and execute automated system tests to verify all features of the software module.
- The Contractor shall create and execute automated service manager acceptance testing to verify all user facing functionality.
- The Contractor shall run tests automatically on code merge into version control.
- The Contractor shall use an automated tool that measures the amount of the codebase that is covered by tests (e.g., RCov may be used to measure test coverage of Ruby code).
- The Contractor shall create and execute automated integration testing with other contractor developed modules.
- The Contractor shall make the bugs identified during testing available to view real-time and on a historical basis.
- The Contractor shall provide a summary of automated tests and the coverage statistics.

3. Load Tests

- The Contractor shall create and execute load and performance tests at regular intervals, and at each release.
- The Contractor shall provide a summary of all load and performance test results.

4. Accessibility

- The Contractor shall incorporate and test accessibility throughout the design and development processes (see section 508 Amendment to the Rehabilitation Act of 1973).
- The Contractor shall use an automated accessibility testing tool (e.g., Pa11y [<http://pa11y.org/>]).

5. Issue Tracking

- The Contractor shall use the State's JIRA to keep track of all bugs and application issues.

6. Web Development

- The Contractor shall design the User Interface (UI) using responsive design.
- The Contractor shall design the User Interface (UI) to work on all modern browsers.

7. Logging and Monitoring

- The Contractor shall implement centralized and continuous monitoring.
- The Contractor shall implement centralized system logging.
- The Contractor shall implement auditing.
- The Contractor shall use NewRelic APM for application performance monitoring.
- The Contractor shall use Nagios for infrastructure monitoring.
- The Contractor shall use Splunk for analysis and insights of logging and monitoring data.

8. Security

- The Contractor shall use an automated black/white box security scanning tool (e.g., Veracode, HP Fortify, or <https://hakiri.io>) to ensure a minimal baseline of security throughout the development lifecycle, and at each release.
- The Contractor shall provide the results of the security scans to the State.
- The Contractor must adhere to the HTTPS-Only Standard as outlined in <https://https.cio.gov/>.
- The Contractor shall adhere to the NIST 800-53 specifications.
- The Contractor shall ensure adequate security controls using penetration testing, red teaming, etc.
- The Contractor shall adhere to the OTS Information Security Policy - <https://www.doa.la.gov/ots/policies-and-forms/>

9. User Authentication

- The Contractor shall ensure that all user authentication and authorization is integrated with the State's authentication platform – MyLa (my.la.gov).

10. Build and Deployment

- The Contractor shall provide continuous integration of source code into the source code version control system.
- The Contractor shall use the State's Bamboo system (or similar system), a continuous source code build tool that enables continuous deployment of all applications into testing and staging environments.
- The Contractor shall include mock test data that should be publicly accessible for development by other module Contractors and not include personally identifiable information (PII).
- The Contractor shall use at least one of the following methods to deploy code changes to a higher order environment (e.g., Integration, Staging) accessible by the Contractor with the issuance of a single command:
 - Containerization (e.g., Docker Engine, Rkt, and Warden)
 - Configuration Management tools - Puppet
- The Contractor shall submit server images to the State using a Deployment/Release tool at the conclusion of each sprint and upon major releases.
- The Contractor shall deploy builds to the testing, staging and production environments that will be provided by the State.

ATTACHMENT U: EVV DATA BRIDGE ELEMENTS

Client Data – EVV System File Extract

Name	Type	Length	Decimal	Format	NOTES
LNAME	C	15			Last Name of Recipient
FNAME	C	15			First name of Recipient
MI	C	1			Middle initial
SUFFIX	C	4			Suffix ('JR','SR','II','III','IV','V',etc.)
STREET	C	25			Street address
APARTMENT	C	5			Apartment number
CITY	C	20			City
STATE	C	2			State
ZIPCODE	C	9			Zipcode
HOMEPHONE	C	10			Home phone number
OTHERPHONE	C	10			Other phone number
SIG_OTHER	C	30			Significant other name
SIG_STREET	C	25			Significant other street address
SIG_APT	C	5			Significant other apartment number
SIG_CITY	C	20			Significant other city
SIG_STATE	C	2			Significant other state
SIG_ZIP	C	9			Significant other zip code
SIG_HPHONE	C	10			Significant other home phone
SIG_OPHONE	C	10			Significant other - other phone
SSN	C	9			Recipient social security number
TARGET	C	10			Target population - 'NOW' for the NOW, 'OAASCCW' for Community Choices Waiver, 'CC' for Children's Choice
BIRTHDATE	D	8		mmddyyyy	Recipient date of birth
SEX	C	1			Recipient gender: '1'=male, '2'=female
RACE	C	1			Recipient race
AGE	N	3	0		Recipient age
OPEN	D	8		mmddyyyy	Case open date
CLOSED	D	8		mmddyyyy	Case closure date (will be blank for open cases)
EVAC	C	1			Evacuation code (not currently used)
PARISH	C	2			Parish number
UID_CLIENT	C	21			UID for client/TARGET POPULATION - provided by Contractor. Must appear on all service records.
LASR_UPD	D	8			Date client record last updated in LASR system
MEDICAIDID	C	13			Medicaid ID for Recipient
HIGHNEED	L	1			High Need (will be blank for self-direction)

Prior Authorization Data – EVV System File Extract

Name	Type	Length	Decimal	Format	NOTES
UID_CLIENT	C	21			UID for client/TARGET POPULATION - provided by Contractor. Must appear on all service records.
PANUM	C	9			PA number. A PA number will always be tied to a UID_CLIENT, Medicaid ID, and PA begin date. If any of these variables change, the PA will be voided and re-issued.
TARGET	C	7			Target population - 'NOW' for the New Opportunities Waiver, 'OAASCCW' for Community Choices Waiver, 'CC' for Children's Choice Waiver, 'ROW' for the Residential Options Waiver, 'SUPPORT' for the Supports Waiver, 'ADHC' for ADHC Waiver, 'LTPCS' for LT-PCS
MEDICAID	C	13			Medicaid ID for client.
PABEGIN	D	10		mm/dd/yyyy	PA begin date
PAEND	D	10		mm/dd/yyyy	PA end date
PROCCODE	C	11		xxxxx xx	Procedure Code including modifiers with blanks between base Procedure Code and between modifiers.
AMOUNT	N	8	2		Cost of Procedure Code. Will be used only for CC Waiver EMOD. If any of AUTHUNITt, AUTHUNI2, AUTHUNI3, AUTHUNI4, AUTHUNI5, or AUTHUNI6 greater than 0 then AMOUNT will be zero or blank
AUTHUNIT	N	6	0		Authorized Units for the Procedure Code
AUTHUNI2	N	6	0		If the Procedure Code (PROCCODE) is 'S5125 U1' and the target population (TARGET) is 'NOW' then this field will contain the Units for S5125 U1 UN, if authorized.
AUTHUNI3	N	6	0		If the Procedure Code (PROCCODE) is 'S5125 U1' and the target population (TARGET) is 'NOW' then this field will contain the Units for S5125 U1 UP, if authorized.
AUTHUNI4	N	6	0		If the Procedure Code (PROCCODE) is 'S5125 U1' and the target population (TARGET) is 'NOW' then this field will contain the Units for S5125 UJ, if authorized.
AUTHUNI5	N	6	0		If the Procedure Code (PROCCODE) is 'S5125 U1' and the target population (TARGET) is 'NOW' then this field will contain the Units for S5125 UN UJ, if authorized.
AUTHUNI6	N	6	0		If the Procedure Code (PROCCODE) is 'S5125 U1' and the target population (TARGET) is 'NOW' then this field will contain the Units for S5125 UP UJ, if authorized.
VOID_CAN	C	1			V'= void, 'C'=end date is moved back, 'M'=end date is modified. 'M' and 'C' can be treated as essentially the same.

BHSF Request For Proposals – HCBS Data Management and EVV Services

RFP # 3000016353

Name	Type	Length	Decimal	Format	NOTES
CANTYPE	C	2			Reason for cancellation: CANTYPE REASON 1 Recipient moved to new region 2 Unresolved difficulties between Recipient & agency 3 Agency closed 4 Freedom of Choice transfer request granted 5 Agency closed case - 148 not received 6 Replacement PA will be issued 7 Recipient Died 8 Case Closed by point of entry agency 9 PA modified due to case closure A PA cancelled at LDH's request B PA issued to wrong agency C Client Changed Target Population D Administrative Error / Duplicate Record E PA cancelled - End of Contract F PA V/C due to POC Revision G Did not exit Devc. in 120 days H PA modified due to POC Revision I Linkage Voided - Case Closure J Units Modified due to Recalculation K Service Provider Number Changed L PA was V/C - Submitted to BCSS for Review M LT-PCS PA process transferred to ACS 1/1/05 N PCA - End of Waiver O Medicaid eligibility ended P Procedure Code changed required by LDH Q PA modified at LDH's request R POC ended; Mod unencumbered S No change to PA. PA resent to agency.
OVERRIDE	C	1		"y" or "N"	Override to allow 2 simultaneous workers with the Recipient. In most cases, the value will be 'N'
POCBEGIN	D	8		mm/dd/yyyy	POC begin date
POCEND	D	8		mm/dd/yyyy	POC end date
POCCAP	N	9	0		POC cap - this value can be ignored
WEEKCAP	N	3	0		Weekly cap on authorized Units for target populations of OAASCCW, LTPCS, ADHC
EDITDATE	D	8		mm/dd/yyyy	Date record edited
EDITSEC	N	9	3		Time record edited (# of seconds after midnight)
ISEVV	C	1		"Y"	This PA is an EVV PA

DSW/User – Originates with EVV System

Both DSWs and Users who add/enter data must be in this file.

Name	Type	Length	Decimal	Required	NOTES	Additional Notes
EVV_UID	C	7		YES	UID for DSW or User. Every DSW or anyone who will enter/edit date must have a UID	The EVV_UID must be used for each DSW's service. It is also required in the edit by field for any manual entry or edit.
LNAME	C	15		YES	DSW/User last name	

BHSF Request For Proposals – HCBS Data Management and EVV Services

RFP # 3000016353

Name	Type	Length	Decimal	Required	NOTES	Additional Notes
FNAME	C	15		YES	DSW/User first name	
MI	C	1			DSW/User middle initial (not required)	
DISABLED	C	1			DSW is no longer active (Disabled='Y')	
ENTERDATE	D	10		YES	Record entry date	format mm/dd/yyyy or mmddyyyy
EDITBY	C	6		YES	EVV_UID of User who added or edited record	
EDITDATE	D	10		YES	Date of record edit	format mm/dd/yyyy or mmddyyyy
EDITTIME	N	9	3	YES	Time of record edit - number of seconds after midnight	
EMPBEGIN	D	10		YES	Employment begin date	format mm/dd/yyyy or mmddyyyy
EMPEND	D	10			Employment end date	Employment end is only completed when DSW is no longer employed. format mm/dd/yyyy or mmddyyyy
DOB	D	10		YES	Date of birth	format mm/dd/yyyy or mmddyyyy
SSN	C	9		YES	Social security number	

NOTE: Recommend redundantly sending of all records - e.g., sending each new or changed DSW record nightly for 7 nights after data entry/edit.

Services – Originates with EVV System

Name	Type	Data Format	Length	Decimal	Required	Description
SERVDATE	D	mm/dd/yyyy or mmddyyyy	10		Yes	Service Date
PROCCODE	C	xxxxx xx xx	11		Yes	Procedure Code - formatted as xxxxx xx xx - with spaces between modifiers
ENTERDATE	D	mm/dd/yyyy or mmddyyyy	10		Yes	Entry date of record
ENTERSEC	N		9	3	Yes	Entry time of record - # of seconds since midnight that record was entered
EDITBY	C		7		Yes	UID of User who edited the record or manually entered the record - UID points back to the EVV_UID in the DSW table
EDITDATE	D	mm/dd/yyyy or mmddyyyy	10		If record edited, then required is Yes	Edit date of record
SERVBEGIN	C	e.g. 0830	4		Yes	Service Begin Time (24 hour clock) - ranges from 0000 to 2400 <i>Note: a service record cannot span dates</i>
SERVEND	C		4		Yes	Service End Time (24 hour clock) - ranges from 0000 to 2400 <i>Note: a service record cannot span dates</i>
FEE	N		8	2	Required for Fee-based services	Cost of a fee-based service (<i>not applicable to self-direction</i>)

BHSF Request For Proposals – HCBS Data Management and EVV Services

RFP # 3000016353

Name	Type	Data Format	Length	Decimal	Required	Description
CONTACT	C	3 Face to Face In Home 4 Face to Face Other 5 Telephone 6 Face to Face in Hospital	1		If proccode is S5136, then required is Yes	<i>Not required for self-direction</i>
EVV_DSWID	C		7		Yes	Points back to UID_EVV of DSW in the DSW table
UID_CLIENT	C		21		Yes	Provided by Contractor in the client file
UID_SERV	C		16		Yes	UID generated by vendor. Must be unique within the user's database.
METHOD	C	M Manual C Checkin/Checkout System	1		Yes	Method of service collection. If any part of the record is manually entered or edited, then method must be M. Phone entries not allowed by LaSRS.
VOID	C	"Y" or blank	1			"Y" indicates record is voided
IPIN	C		15		Yes	Externally facing IP of computer / device checking in
IPOUT	C		15		Yes	Externally facing IP of computer / device checking out
IPEDIT	C		15		Yes (if record manually edited)	Externally facing IP of computer / device on which edit is done
GEOIN	C		64		Yes	Geo coordinates of device used to enter record
GEOOUT	C		64		Yes	Geo coordinates of device used to enter check out time
GEOEDIT	C		64		Yes (if record manually edited)	Geo coordinates of device used to edit record
EDITTIME	N		9	3	YES	Time of record edit - number of seconds after midnight

NOTE: Recommend redundantly sending of all records - e.g., sending each new or changed DSW record nightly for 7 nights after data entry/edit

Service Message File – Originates with EVV

Name	Type	Length	Decimal	Source	Description
UID_SERV	C	16		EVV System	UID generated by vendor. Must be unique within the user's database.
Time	N	8	0	EVV System	The number of minutes for the service, as calculated by Contractor
Time_deduct	N	8	0	EVV System	The number of minutes deducted from the service if no deduction then time deduct=0
Msg	C	254		EVV System	The reason for the deduction if any

NOTE: A message record will be returned for all service records. This file will be a cumulative history of all records for all services within the last 2 years.

ATTACHMENT V: INFORMATION SECURITY REQUIREMENTS

This attachment provides information security requirements in addition to the Contract, Statement of Work, and the other associated attachments.

1. SAFEGUARDING CONFIDENTIAL AND RESTRICTED INFORMATION

Contractor shall implement and maintain administrative, technical, and physical safeguards designed to protect against unauthorized access to or use of Confidential or Restricted Information received from, or on behalf of, State by Contractor pursuant to performance of the agreed upon Services. For purposes of this attachment, Confidential Information includes Restricted Information. Restricted Information is data which requires strict adherence to legal obligations such as Federal, State, or local law or required by State policy and so designated. Examples of Restricted Information include, but are not limited to: Protected Health Information (PHI), Federal Tax Information (FTI), Payment Card Information (PCI), Criminal Justice Information (CJI) and Personally Identifiable Information (PII) or data specifically designated by State as Restricted Information. Contractor currently maintains the following:

- An information security program that defines implements, and reviews information security policies and procedures.
- Policies that prohibit the unauthorized disclosure of Confidential and Restricted Information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.
- Processes to encrypt Confidential Information stored on Contractor-provided laptop and desktop computers (using BitLocker Drive Encryption – full disk encryption); processes and security settings to protect Confidential Information stored on Contractor-provided mobile devices (e.g., iPhone and BlackBerries®), such as time out values, PINs, automatic device wipe after a specified number of invalid log-on attempts, and remote wipe capability; and issuing encrypted USB drives to Contractor personnel for use in transferring Confidential Information.
- Training and awareness programs for personnel related to information security policies, information protection standards, and privacy. Additionally, from time to time, publishing privacy and security-related alerts or reminders by standard Contractor internal communication channels.
- Limiting physical access to Contractor offices through the use of one or more of: conventional locks, electronic locks, security guards, identification badges, visitor control programs, and video surveillance programs.
- Anti-virus protection programs (e.g., McAfee), including, centrally managed, commercially available anti-virus software on Contractor-provided computers to which updates are released as they become available from anti-virus software vendors, and a virus containment process that defines responsibilities and outlines procedures.
- Network servers in Contractor's data centers that employ a variety of industry-accepted procedures and tools that are designed to safeguard portions of the network and servers within the data centers. These include combinations of the following:
 - Restricting both physical and network access to authorized users
 - Restricting physical access by card-key control systems

- Network based intrusion prevention system
- Firewalls to segment networks
- Vulnerability assessment processes and tools
- Change management procedures
- Patch management processes and tools
- Periodically backing-up data that is maintained on Contractor network servers, including processes to encrypt back-up media and to store back-up media off-site
- Server operating system hardening as appropriate
- Periodic review and update of internal Contractor information security policies and procedures.
- Incident Response processes containing escalation procedures for contacting State and information security resources.
- Sanitization of any decommissioned or inoperable Contractor-owned machine, storage, media, disk, or drive containing any Confidential or Restricted Information use the following approved sanitization methods:

Sanitization is divided into three types.

- **Type 1, Clearing:**

Clearing an electronic storage media is the lowest level of sanitization that inhibits the recovery of information assets via a robust keyboard attack using data recovery tools. Use of conventional operating system utilities like deleting files or disk formatting only delete the respective directory entries and thus do not inhibit the ability of data recovery tools to retrieve the information assets as the respective data itself is not being overwritten.

- **Type 2, Purging:**

Methods of purging are:

- Wiping: Overwriting all locations including remapped bad sectors on a re-writable electronic storage media multiple times with different patterns, thereby checking the appropriateness by comparing different locations before and after overwriting. Required technology detail: The necessary number of overwrites, patterns and location checks, which depend on the type of re-writable electronic storage media.
- Secure Erasing: Overwriting all locations on an ATA hard disk drive (specific type of electronic storage media that includes PATA and SATA drives) a single time in a reliable manner. The Security Erase Unit command of the ATA specification must be used to initiate secure erasing. If implemented in a specific ATA hard disk drive, the Enhanced Erase Mode should be used. Successful execution must be checked afterwards.
- Degaussing: Deleting all information assets stored on a magnetically sensitive electronic storage media using a strong magnetic field.
- Resetting: Returning a volatile electronic storage media into its initial delivery state. The power must be switched off and the backup battery removed if battery backed.

- **Type 3, Destruction:**

Physically destroying an electronic storage media is the highest level and thus ultimate form of sanitization. Physical destruction is achieved, when no portion of an electronic storage media can be used to extract a significant amount of data. Therefore, simply punching holes – for example into a hard disk – is not sufficient for physical destruction.

Methods of destroying are:

- Shredding: Breaking an electronic storage media into parts. Disintegrating can be used as a synonym term for shredding. Required technology detail: The maximum size of the parts, which depends on the type of the electronic storage media.
- Pulverizing: Crushing an electronic storage media into dust or powder.
- Melting: Heating an electronic storage media past its melting point transforming it into a molten mass. The necessary melting point depends on the instance of the electronic storage media.
- Incinerating: Burning an electronic storage media past its firing temperature transforming it into ash, flue gases and particulates. The necessary firing temperature depends on the instance of the electronic storage media.

The selected sanitization method and procedures selected by the Contractor generates the appropriate unit level logging. A certificate of destruction shall be provided if requested by the State.

2. ACCESSING STATE NETWORKS, SYSTEMS, AND INFORMATION

Access to State resources requires the following: Contractor personnel connecting to State computing systems and resources shall only be in the performance of the agreed upon Services.

- Contractor personnel **shall not** knowingly (unless otherwise expressly agreed to by the parties as a function of the Services, or authorized in writing by the OTS Information Security Team):
 - Access or attempt to access the State's Confidential or Restricted Information for any purpose outside of the scope of such Services.
 - Connect personal (i.e., non-work related or Contractor-provided) devices to the State's network.
 - Attempt to alter or circumvent any State security controls safeguarding the State's network (e.g., authentication processes, access controls, firewall controls, web site blocking controls, etc.).
 - Install, execute, or modify software, equipment, or peripherals on (or remove software, equipment, or peripherals from) the State network.
 - Install or disseminate malicious code (including computer viruses, worms, and Trojan horses) on the State network.
 - Conduct discovery or vulnerability scans of State networks, applications, or computing systems.
 - Share or disclose any access code or password provided by, or generated on behalf of, the State to Contractor personnel for such access.

- Contractor-provided computer workstations or laptops used to access the State's computing systems and resources will:
 - have commercial anti-virus software installed and configured to automatically signature updates released from the anti-virus software vendor while such computers are connected to Contractor's network or alternatively, in the event that Contractor personnel do not connect their computers to Contractor's network over a certain period of time, while such computers are connected to the Internet.
 - have security software patches installed on such computers, which patches, by the determination of Contractor's Information Security Office, are reasonably necessary to safeguard such computers from access by unauthorized third parties or from outside threats to the integrity and confidentiality of information residing on such computers.
 - have firewall software installed and operating on such computers while such computers are connected to the Internet.
 - have access controls designed to restrict access to such computers to authorized individuals.
 - have 128-bit (or better) Advanced Encryption Standard (AES) file-level encryption enabled, which is configured to automatically verify encryption status.
 - have automatic daily back-up of standard directories and files.
- All Contractor personnel shall review the terms and requirements of this attachment prior to accessing State resources.
- The State will provide Virtual Private Network (VPN) access to Contractor personnel in order for them to perform development, testing, and production support activities in a timely manner.
- Remote access will be provided on a 24x7 basis for the Contractor's project team during the duration of this project. Contractor is responsible for planning around the State's reoccurring (planned and emergency) network and system maintenance, upon the State's communication of the same to Contractor, in order to confirm agreed upon Service timelines and deliverables are not impacted.
- Contractor personnel requiring access to production environments to investigate, and analyze production issues, must submit an access request to the State Security team. The State Security team will review, approve/disapprove and grant/deny access to the production environment.
- Contractor shall submit an access request for all resources requiring access to State resources. Access requests shall minimally contain:
 - Full Name of Contract Resource
 - Assigned Job Title
 - Physical Location (City, State, Country of resource's current Contractor office)
 - Specific System and Application Access Required (System, Application, or Database)
 - Tentative End of Contract Date (to be extended as needed via additional notification)
 - Remote Access Required (yes or no)
- Contractor shall submit a termination notice to the State, including full name of Contractor personnel who leave its employment and last day worked, in a timely manner not to exceed twenty-four (24) hours from termination of that Contractor personnel's last day worked.

- All Contractor personnel must safeguard Confidential and Restricted information in accordance with the requirements described in this attachment.
- The OTS Information Security Team will review all Contractor access requests and provide approval prior to Contractor personnel being granted access. In the event the Contractor's access request is denied, the OTS Information Security Team will provide written justification for review by the Contractor.
- Contractor personnel accessing State resources outside of the United States are strictly prohibited from accessing Restricted Information (directly or indirectly) contained within any application, system, database, or device unless prior written approval is provided by the OTS Information Security Team and Agency assigned Data Owner.
- Contractor personnel accessing State resources outside of the United States may be utilized to facilitate agreed upon services by accessing:
 - State Test or Development Environments (Not containing, processing, or transmitting Restricted information)
 - State Test, Development, or Monitoring tool (Not containing, processing, or transmitting Restricted information)
 - State workstations (Not containing, processing, or transmitting Restricted information)

3. DATA MANAGEMENT

The State will provide Contractor personnel with access to PHI, or PII data except as set out in the applicable SOW or otherwise requested in writing by the Contractor-assigned Project Manager and as allowable by law. (This may include, for example, requesting access to the State production environment for investigating potential defects identified during the Warranty Period.) For development and testing purposes, State will not provide the Contractor personnel de-identified data that is representative of production data but that does not contain PHI, PII data.

- State agrees:
 - to disclose any PHI or PII or other applicable Restricted Information to Contractor, if such disclosure would not violate any applicable law, rule, or regulation.
 - not to request the Contractor to use or disclose PHI or PII or other applicable Restricted Information in any manner that would not be permissible under any applicable law, rule, or regulation, if such use or disclosure were done by the State.
 - to disclose to Contractor only the minimum amount of PHI or PII data (if any) reasonably necessary for Contractor to perform agreed upon Services under the applicable SOW.
- Agreed upon Services may require system testing to be performed in non-production environments that are utilized by the Contractor. Testing is controlled through the usage of de-identified or "mock data". "Mock Data" is data created by the Contractor and does not contain PII, PHI, or similarly regulated Restricted Information.
- If requested by the State, Contractor may be authorized to perform de-identification of production Restricted Information utilizing a State approved documented process and a State-owned workstation. This type of de-identification request must be processed through OTS.

- Contractor shall implement security measures such that non-production environments under Contractor's full control, do not contain Restricted Information unless provided with written authorization from the OTS Information Security Team as an exception. If the State has access to enter data, the State is responsible for such data entry to not contain Restricted Information, such as in the UAT or Training environments.
- The State will limit Restricted Information it provides to Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow Contractor to provide the agreed upon Services.
- Contractor will provide the State with a list of Contractor personnel who are authorized to receive or have access to State resources (systems, applications, and databases). Contractor will maintain and update the access lists as needed.
- Disclosure of Confidential or Restricted Information by State to Contractor shall utilize appropriate security measures by State, including data encryption, to maintain protection of Confidential or Restricted Information being transferred to Contractor by State, and as required by applicable information protection laws.
- State will promptly notify Contractor's Lead Engagement Partner in the event it becomes aware that Restricted Information has been disclosed to Contractor inadvertently or otherwise.
- The State will be responsible for the State legacy systems required to integrate or share data with applications or systems within the scope of the agreed upon Services, shall not expose non-production environments to Restricted Information.

4. SECURE DEVELOPMENT

When agreed upon Services require Contractor to develop or configure systems or applications, the Contractor is responsible (unless otherwise authorized in writing by the OTS Information Security Team) for:

- Working with the OTS Information Security Team to require additional application or system specific information security requirements are captured and agreed upon prior to initiating development or technology implementation through the set requirement and design sessions. OTS Information Security Team shall actively participate in applicable requirement and design sessions and review such deliverables.
- Performing an Application Risk Assessment that will be presented to the OTS Information Security Team prior to production implementation.
- Operationally embedding methods for testing and validating application and system security within the development process. Contractor shall provide methods for all developers and testers to independently run both static and dynamic security testing as part of each development or test cycle.
- Requiring and validating that all input or files provided by the target end user is validated and filtered via server-side processes prior to processing in order to prevent code injection and improve data integrity.
- Requiring and validating all system to system or application to application communication requires authentication and agreed upon secure protocols.

- Requiring and validating passwords are not stored in clear text in any configuration file, source code (compiled or otherwise), or database.
- Requiring and validating web application user session state is dynamic and appropriately managed utilizing currently accepted industry standards, in order to successfully prevent an unauthorized individual obtaining the ability to bypass authentication controls by “hijacking” a valid session.
- Requiring applications integrate with the State’s Microsoft Active Directory (AD) and Identity Management (IAM) solutions in such a way that internal State users seamlessly authenticate and are not presented with a logon form, if single-sign on is applicable to the scope of the agreed upon Services and/or set out in the applicable SOW.
- Requiring application or system roles and permissions are managed by the State’s AD and IAM solutions.
- Requiring and validating all applicable applications employ Transport Layer Security (TLS) when transmitting Restricted Information.

5. SECURE SYSTEM ADMINISTRATION AND MAINTENANCE

When agreed upon Services require Contractor to maintain or administer systems or applications, the Contractor is responsible (unless otherwise expressly agreed to by the parties as to being out-of-scope of the agreed upon Services, set out in the applicable SOW or authorized in writing by the OTS Information Security Team) for:

- Following State’s change management policies.
- Maintaining and renewing any applicable application security certificates prior to expiration.
- Testing and applying all applicable security patches or updates in a timely manner per the Work Plan.
- The State will test and apply applicable State managed system or application security patches or updates in a timely manner.
- Requiring Systems utilize industry-accepted anti-virus as approved by the OTS Information Security Team.
- Requiring Systems are restricted from connecting to the internet directly, unless approved by the OTS Information Security Team.
- Requiring and validating Systems and applications are configured or modified to produce the adequate baseline level of audit records and security event logs.
- Requiring that local accounts and local authentication are not utilized unless provided approval by the OTS Information Security Team.
- Requiring system access roles are provided by the State’s AD and IAM.

6. GENERAL REQUIREMENTS

- In the actual or reasonably suspected event the Contractor personnel has materially violated the terms or requirements of this attachment, the State shall be entitled to take action to disable or

prevent access to such Contractor personnel until the violation can be investigated and resolved. The State shall notify the Contractor PM within 8 hours and provide a written status of the violation and estimated time of unavailable access. The Contractor agrees that access restrictions resulting from a Contractor personnel's actual or reasonably suspected material violation of the terms or requirements of this attachment causing delay or cost for Contractor will not increase the cost of Services for the State. In the event that the suspected event was not an actual violation, any such delay may require a change request to enable the Contractor to meet the work plan, and any SLAs not met due to the unavailability of access will be waived.

- System or Application vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner, not to exceed sixty (60) Calendar Days, at no additional cost to the State.
- Contractor shall work with the State's designated resources to produce any documentation required to facilitate an Audit (internal or external) of the State when needed, in an urgent manner. If estimated effort is above twenty (20) hours for the individual audit request, the State will process a change request to continue contractor support.
- In response to evolving technologies, industry standards, and marketplace expectations, from time to time Contractor may upgrade or modify the processes and controls that it is required to maintain hereunder. Contractor shall not be in breach of this Agreement or any SOW as a result of any such change, provided that such change does not materially diminish the overall level of information security afforded to Confidential or Restricted Information by the processes and controls described hereunder. Any change to technology or processes previously reviewed and approved by the OTS Information Security Team require appropriate notification and prior written approval from the OTS Information Security Team in addition to the Contractor's documented validation and testing of the newly proposed technology or process.

ATTACHMENT W: DATA EXCHANGE REQUIREMENTS FOR LTC ACCESS CONTRACTOR AND DATA MANAGEMENT CONTRACTOR ***

1. Prior Authorizations:

Contractor must be able to accept nightly file transfer from LTC Access Contractor through the LDH MoveIT process which contains PA information

Column Name	Length	Start	End	Description
PriorAuthKey	20	1	20	PA Unique Identifier
ContractorSentDate	10	21	30	Date Sent To Contractor
PATrans	1	31	31	PA Transaction Type
Medicaid	13	32	44	Registry Unique Identifier
Provno	7	45	51	Provider Number
CPOCBeginDate	10	52	61	PA CPOC Begin Date
CPOCEndDate	10	62	71	PA CPOC End Date
PABeginDate	10	72	81	PA From Date
PAEndDate	10	82	91	PA Thru Date
POCID	10	92	101	Plan of Care ID from TELESYS
PAAppeal	1	102	102	Appeal Indicator

Contractor must be able to send a response file back to LTC Access Contractor containing:

- PA accepted and date accepted
- PA returned and reason returned

Column Name	Length	Start	End	Description
PriorAuthKey	20	1	20	PA Unique Identifier
ErrorMessage	100	21	120	PA Error Message

For the MDS-HC, the Contractor does not pull any information for the LTPCS population.

For the POC, the Contractor must be able to “grab” the following items from Telesys:

NOTE: *Effective September 2021, this will change to OPTS;*

- # units allocated per week – using the POCID
- # hours allocated per week – using the POCID

*****This information is subject to change**

2. Registry:

Contractor must be able to receive registry information from the LTC Access Contractor and pass information back to the LTC Access Contractor through a nightly file transfer (LDH Movelt process)

Column Name	Length	Start	End	Description
RequestorKey	20	1	20	Requestor Unique Identifier
LastName	30	21	50	Requestor Last Name
FirstName	25	51	75	Requestor First Name
MI	1	76	76	Requestor Middle Initial
CatAssist	30	77	106	Category of Assistance
AssessmentType	40	107	146	Assessment Type
SSN	15	147	161	Requestor Social Security Number
Medicaid	13	162	174	Medicaid Number
CCN	16	175	190	Card Control Number
DOB	10	191	200	Requestor Date of Birth
RequestDate	10	201	210	Request Date
Parish	20	211	230	Parish
LastUpdate	15	231	245	Last Update
LastModify	10	246	255	Last Modify
ClosedDate	10	256	265	Closed Date
DeceasedDate	10	266	275	Closed Date