

## STATEMENT OF WORK

### 1.1. Call Center Operations to Provide Effective Information and Referral

**1.1.1.** The contractor shall establish a call center and provide information and referral service for long term supports and services throughout the state of Louisiana.

**1.1.2.** Consistent with the “No Wrong Door” concept, the contractor must provide callers with accurate information regarding available LDH and non-LDH programs so that they may make an informed choice about which services and / or programs may benefit them.

**1.1.3.** Specific program Information shall be disseminated regarding Office of Aging and Adult Service Programs:

**1.1.3.1.** The Office of Aging and Adult Services Home and Community based program options of

- Adult Day Health Center waiver (ADHC)
- Community Choices Waiver (CCW)
- Program of All Inclusive Care for the Elderly (PACE)
- Long Term Personal Care Services Program (LT-PCS)
- and any other new Home and Community-Based Services developed by OAAS;

**1.1.3.2.** Other LDH services:

- Office for Citizens with Developmental Disabilities (OCDD) services
- Office of Behavioral Health (OBH) services
- Bayou Health services

**1.1.3.3.** Services through non-LDH entities offering resources for the aged and disabled adult population, such as:

- Aging and Disability Resource Centers
- Councils on Aging
- Independent Living Centers
- Other community supports

**1.1.3.4.** Basic guidelines for Medicaid financial eligibility as it relates to LTSS programs. This includes referral to appropriate Medicaid eligibility offices for callers to obtain more complete information and determination regarding Medicaid financial eligibility.

**1.1.3.5.** Information on voter registration as required by the National Voter Registration Act (NVRA)

### 1.1.4. Telephone Access and Automated Call Distributor (ACD)

**1.1.4.1.** The contractor shall provide a toll-free (1-800 number) telephone system which is accessible throughout the state of Louisiana. The contractor shall also implement an Automated Call Distributor (ACD) to queue calls, track timeliness of answered calls, length of calls, type of caller (e.g., applicant/participant, family, friend or service provider), and the purpose of the call (e.g., information and referral, request for services, complaint, status of application).

**1.1.4.2.** The 1-800 number and the ACD shall provide prompt (within 4 rings or less) live answering during business hours (8:00 am to 5:00 pm Central Time M-F) excluding official state holidays. Unanswered calls shall 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 returned call. The call must be returned within one (1) working day.

**1.1.4.3.** Telephone functionality should allow callers to be automatically transferred to an extension without the intervention of an operator. It must also offer a simple menu system. An automated call attendant must also allow a caller to reach a live operator by dialing a number.

**1.1.4.4.** The ACD shall also record the number of calls received during business hours that are abandoned, i.e., those which are not answered by a live person before

the caller hangs up. Calls that are terminated during the ACD phone greeting are not considered as abandoned.

**1.1.4.4.1.** Performance Indicator: The contractor shall maintain less than a 5% call abandonment rate during business hours.

**1.1.4.4.2.** Contractor Reporting: The contractor shall maintain electronic records of the following: the quantity and time of calls received; the number of calls answered by a live person, the number being rolled to an automatic attendant, and the quantity of abandoned calls.

**1.1.4.5.** For each call the contractor shall capture, at a minimum, the following information:

- the type of caller (e.g., applicant/participant, family, friend or service provider)
- the purpose of the call (information and referral, request for services, complaint, status of application)
- type of services sought (Medicaid or non-Medicaid)
- the parish in which services are sought

**1.1.4.5.1.** OAAS may, at its discretion, require additional information to be captured.

**1.1.4.5.2.** Contractor Reporting: The contractor shall provide summary reports electronically to OAAS on a monthly basis and will provide complete call records and detail upon request. Reports will be sent to the contract monitor or their designee in secure email or through an approved secure electronic link. Formats will be approved by OAAS.

#### **1.1.5. Telephone Call Recording System**

**1.1.5.1.** The contractor shall establish and maintain a telephone call recording system to record calls for quality monitoring purposes. Live monitoring of calls may be done in addition to review of recorded calls, but not in lieu of recorded calls. Recordings must be readily available to OAAS.

**1.1.5.2.** 100% of calls and telephonic LOCET screenings shall be recorded and stored for a period of at least 90 days for the purpose of appeals reference. The contractor must have the capacity to store at least 5% of recorded calls for longer periods of time.

**1.1.5.2.1.** Performance Indicators: Information and choices shall be clear, understandable, accurate, and conveyed in a respectful manner.

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

#### **1.1.6. Track Referrals**

**1.1.6.1.** The contractor shall document choice(s) of options, percentages and quantity of referrals for OAAS Programs, other LDH services, and referrals to services for non-Medicaid callers. The contractor shall establish and maintain a tracking system that identifies the category of caller and where referred. Sufficient detail should be tracked to be able to enable reporting by date of the call, Medicaid vs. non-Medicaid callers, region, and entity to which the referral was made.

**1.1.6.1.1.** Performance Indicator: 100% of referrals will be tracked by caller category and place of referral.

**1.1.6.1.2.** Contractor Reporting: The contractor shall provide aggregate reports including summaries of the quantity and percentage of referrals made. Reports shall be provided electronically to OAAS on a monthly basis.

#### **1.1.7. Promptly return calls and messages**

**1.1.7.1.** The contractor shall promptly return 100% of all calls and messages within one (1) business day.

**1.1.7.1.1.** Performance Indicator: The contractor shall return 100% of all calls and messages within one (1) business day. Documentation of a minimum of two (2) attempts to make contact on two (2) separate days will fulfill the contractor's responsibility.

**1.1.7.1.2.** Contractor Reporting: The contractor shall track and report the quantity of incoming messages left after hours; keep logs on number and timing of returned calls. Tally shall be completed daily; Reports shall be provided electronically to OAAS on a monthly basis.

**1.1.8.** Provide program choice information

**1.1.8.1.** The contractor shall give a brief overview of the basic programs available to the caller. The contractor shall provide basic eligibility criteria for LDH, non-LDH and other community programs. The contractor shall screen for eligibility for ID/DD services using a script and protocol to be provided by OAAS and will provide "warm handoff" to designated entity per that protocol. The client shall be asked his/her understanding of the information given.

**1.1.8.1.1.** Performance Indicator: The LTSS access contractor must give accurate program choice information in 95% of calls audited.

**1.1.9.** Utilize a statewide comprehensive and current resource directory of long term supports and services resources

**1.1.9.1.** The contractor shall obtain and maintain an up-to-date directory of long term supports and services and other community resources to be used for information, referral and care planning. The contractor shall also establish a system to identify local gaps in services and report to OAAS.

**1.1.9.1.1.** Performance Indicator: Maintain and operate an approved resource directory during the entire term of the contract.

**1.1.9.1.2.** Contractor Reporting: The contractor shall submit quarterly reports to OAAS documenting the dates the resource directory was updated.

**1.1.10.** Provide written information

**1.1.10.1.** The contractor shall mail written information to clients and families seeking any LDH long term support or service.

**1.1.10.2.** The contractor shall develop written materials if existing materials are not available and as requested by OAAS, using the requirements listed in Section 1.6.3. through Section 1.6.4.3. The contractor is responsible for the cost of printed material. Postage cost shall be paid by the contractor and shall not be passed through for payment by the State. All materials must be approved by OAAS. Printed information content is subject to be changed at any time by OAAS.

**1.1.10.2.1.** Performance Indicator: The contractor shall mail 100% of requested written information to requestors within three (3) days of inquiry or request.

**1.2. Call Center Location**

**1.2.1.** The call cell will be located in Baton Rouge.

**1.3. Initiate and Assist Individuals in Voter Registration at Specified Times**

In compliance with the National Voter Registration Act (NVRA) and in accordance with OAAS protocol, the contractor shall distribute the Voter Registration Declaration form (VRD), the Louisiana Voter Registration Application form (LVRA), and the address change cover letters to applicants/participants upon every initial application for services, upon every reassessment for services, and every time a change of address is reported.

**1.3.1.** The contractor shall provide to each applicant/participant who does not decline to register to vote the same degree of assistance with regard to completion of the LVRA as is provided by the contractor with regard to the completion of its own forms, unless the applicant refuses such assistance. At initial screening or at the time of an address change, the VRD and LVRA forms shall be distributed to the individual via mail or hand delivery. For face-to-face visits (e.g.

assessments, reassessment visits, etc.) the VRD and LVRA forms shall be hand delivered to the individual.

**1.3.2.** The contractor shall utilize information, policies and processes set forth by OAAS. Any completed mail voter registration application (MVRA) forms received by the contractor shall be delivered to the respective Registrar of Voters office within two (2) business days of receipt and copies of these forms retained by the contractor. The completed voter registration declaration forms (VRD) shall be retained by the contractor.

**1.3.2.1.** Performance Indicator: 100% of individuals who apply, who are recertified, and who report a change of address will receive information and documentation required for NVRA.

**1.3.2.2.** Performance Indicator: The contractor shall date stamp the completed NVRA forms upon receipt. There shall be no more than a two (2) business days delay between the completed MVRA received and then mailed to the respective Registrar of Voters office. The contractor shall retain copies of all completed VRD forms. 100% of completed NVRA forms shall be retained by the contractor.

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/142>

**1.3.2.3.** Contractor Reporting: The contractor shall submit NVRA reports by designated timeframes as mandated by OAAS.

#### **1.4. Provide Level Of Care Screening and Program Eligibility Determination for All OAAS LTSS Applicants**

The contractor shall provide phone-based screening for individuals requesting OAAS long term supports and services. This includes those who are requesting HCBS waiver, PACE, LTPCS, and nursing facility admission.

During periods of state declared disaster or emergency, barring situations in which the contractor call center is inoperable, the contractor shall continue to provide adequate staff to continue to conduct and facilitate LOCET processes with nursing facility and hospital staff.

**1.4.1.** Tools used for Level of Care Screening, Eligibility Determination and Resource Allocation for OAAS LTSS Applicants

**1.4.1.1.** Level of Care Eligibility Tool (LOCET) is a research-based tool which establishes uniform criteria designed to determine whether the client has met the requirements of level of care screening for long term supports and services. The LOCET interview is conducted telephonically in the contractor's call center.

**1.4.1.2.** Minimum Data Set - Home Care, Version 2.0 (MDS-HC) is the tool used for face-to-face assessment, initial eligibility determination, recertification and care planning for HCBS applicants. This research-based tool is used to determine the participant's functional eligibility, inform care planning, and determine the resource allocation for the care plan. Information about the resource allocation system can be found in the procurement library.

<http://new.dhh.louisiana.gov/index.cfm/page/2409>

**1.4.2.** Timely Level of Care Screening using Level of Care Eligibility Tool (LOCET)

**1.4.2.1.** The contractor shall provide phone-based screening for functional eligibility for all OAAS LTSS applicants by completing the Level of Care Eligibility Tool (LOCET) accurately and timely.

In instances where the contractor must call back an LTSS applicant for a LOCET screening, two (2) documented attempts on two (2) separate days will satisfy the contractor's responsibility.

**1.4.2.1.1.** Performance Indicator: For applicants in hospitals, 95% of LOCETS will be completed on the same day as the phone request. 100% shall be completed in two (2) calendar days after the call.

**1.4.2.1.2.** Performance Indicator: For applicants who are identified and referred by OAAS as active protective services clients, 95% of LOCETS will be completed on the same day as the phone request. 100% shall be completed in one (1) business day.

**1.4.2.1.3.** Performance Indicator: For applicants who are identified and referred by OAAS as active protective services clients, and who are in a hospital, 95% of LOCETS will be completed on the same day as the phone request. 100% shall be completed in two (2) calendar days after the call.

**1.4.2.1.4.** Performance Indicator: At a minimum, 95% of LOCETs for persons not in the above groups will be completed within one (1) business day after the phone request, with 100% completed within five (5) business days of the call.

**1.4.3.** Check Medicaid Eligibility for all LTSS Applicants

**1.4.3.1.** The contractor shall check Medicaid eligibility through the on-line LDH Medicaid eligibility system or other system as specified by OAAS. If the applicant is not enrolled in Medicaid, the contractor shall provide information about Medicaid eligibility and refer or transfer the applicant by telephone to the appropriate Medicaid office.

**1.4.3.1.1.** Performance Indicator: 100% of non-enrolled applicants are referred to Medicaid eligibility office within one (1) business day.

**1.4.3.1.2.** Contractor Reporting: The contractor shall track the number of applicants referred for Medicaid eligibility by date and time. Tally shall be completed daily; reported upon request.

**1.4.4.** Make appropriate Level of Care screening decisions

**1.4.4.1.** The contractor shall correctly determine whether an applicant meets Level of Care screening requirements utilizing the LOCET. For LTPCS, this may include a review of a physician's statement regarding the participant's likelihood of medical or mental decline. OAAS will provide criteria and training for this process, which is referred to as the Medical Deterioration review.

**1.4.4.1.1.** Performance Indicator: 95% of LOCET decisions must match OAAS Quality Monitoring audit findings.

**1.4.4.1.2.** Performance Indicator: 100% of physician documentation reviews shall be completed within seven (7) business days after the receipt of physician documentation.

**1.4.4.1.3.** Contractor Reporting: Upon request, the contractor shall report number of physician documentation reviews which remain pending after the 7th business day from receipt of the physician's report.

**1.4.5.** Send appropriate notices for Level of Care screening decisions

**1.4.5.1.** The contractor shall send approval and denial notices to applicants. Appeal rights shall be sent any time there is a denial.

**1.4.5.2.** For those LOCET screenings which require a Medical Deterioration review, the contractor shall issue a preliminary approval notice with a request for a physician's statement regarding the participant's likelihood of medical or mental decline.

**1.4.5.2.1.** Performance Indicator: The contractor shall generate notices (including preliminary approval notices) on the same day that the LOCET is completed. The contractor shall mail 100% within three (3) business days from printing date.

**1.4.5.2.2.** Performance Indicator: For those screenings which require a review of a physician's statement, the contractor shall mail 100% of notices within three (3) business days from the review date.

**1.4.5.2.3.** Performance Indicator: In the event the requested physician statement is not received from applicant or physician within the 30 day time requirement, the contractor shall issue a denial notice with appeal rights within three (3) business days from that date.

**1.5. Reporting Responsibility in Cases of Suspected Abuse, Neglect, or Exploitation**

**1.5.1.** In instances of suspected neglect, abuse, exploitation, injuries of unknown origin, and/or misappropriation of participant property for any LTSS participant, the contractor shall report to the appropriate agency (Protective Services and/or LDH Health Standards Section) according to state law.

**1.5.1.1.** Performance Indicator: 100% of all participant complaints concerning alleged neglect, abuse, exploitation, injuries of unknown origin will be handled according to state law. The contractor shall report such complaints to Protective Services immediately upon discovery.

**1.5.1.2.** Performance Indicator: Upon random file audit by OAAS, 100% of sampled files where suspected participant abuse, neglect or exploitation occurred shall be found to contain all required documentation of appropriate, timely report, and of the contractor response to recommended actions.

**1.5.1.3.** Reporting Requirement: To be monitored by OAAS through random file audit.

## **1.6. Communication Requirements**

**1.6.1.** The contractor shall make accommodations for requestors / participants who require specialized communication.

**1.6.1.1.** The contractor shall provide accommodation for hearing-impaired applicants, both by telephone and when face-to-face.

**1.6.1.2.** The contractor shall provide oral and written alternative communication formats (including braille) when requested.

**1.6.2.** Oral Interpretation Services

**1.6.2.1.** The contractor must notify requestors / participants that real-time oral interpretation is available for any language and how to access those services.

**1.6.2.2.** These services must be provided free of charge to requestors / participants needing them.

**1.6.3.** Written Translation Services

**1.6.3.1.** The contractor shall ensure that written materials are available in any language that is spoken as a primary language for four percent (4%) or more of participants.

**1.6.3.2.** Contractor shall translate written materials into other languages upon request of program requestors or participants or LDH / OAAS within three (3) to ten (10) working days depending upon the nature of the document being requested.

**1.6.4.** Standards for Written Materials

**1.6.4.1.** When directed by OAAS, contractor shall use OAAS-provided templates for written materials sent to participants. These include but are not limited to HIPAA Notice of Privacy Practices documents, NVRA information, program descriptions, participant rights and responsibilities documents, program choice documents, decision notices, notices of appeal rights, and other documents as needed and defined by OAAS.

**1.6.4.2.** Where templates do not exist the contractor shall provide other written program information in formats which are culturally appropriate and sensitive. These shall be submitted to OAAS for approval prior to being used.

**1.6.4.3.** The contractors systems must be capable of generating these documents in appropriate situations.

## **1.7. Provide Adequate Training for All staff**

The contractor shall provide training to staff to facilitate their accurate and appropriate performance of all functions mandated by this contract.

- 1.7.1.** Training shall be conducted upon hire of the employee, at least annually, at specified intervals and more frequently as needed to ensure proper execution of the contract requirements. This training shall include an overview of LDH, OAAS Policy and Procedure Manuals, the requirements of this Contract, and state and federal regulations specific to individual job functions.
- 1.7.2.** The contractor shall ensure that all staff members having contact with requestors and participants receive initial and ongoing training with regard to their respective roles.
- 1.7.3.** The contractor shall assure that appropriate staff attend OAAS-provided training at intervals designated by OAAS. Reports of all training completed shall be provided to OAAS upon request.
- 1.7.4.** The contractor shall periodically assess the critical thinking and problem-solving skills of its staff and provide instruction for improvement where warranted.
- 1.7.5.** OAAS shall provide initial MDS-HC certification and training and annual refresher training to the LTSS access contractor.
- 1.7.6.** The contractor must establish its own ongoing, in-service MDS-HC training program based on OAAS approved training and state guidelines to maintain and update competencies.
- 1.7.7.** Assessors and supervisors must be re-certified in the correct use of the MDS-HC by OAAS at least every three (3) years.

## **1.8. Develop and Maintain Written Operations Manual**

- 1.8.1.** The contractor shall develop an Operations Manual that describes the contractor's procedures for the requirements of this contract.
- 1.8.1.1.** Performance Indicator: The contractor Operations Manual shall be delivered in electronic format to OAAS for review and approval one (1) month prior to the contract start date for review and approval by OAAS. The contractor shall cooperate with OAAS to develop and maintain the protocols and business rules designed for this contract.
- 1.8.1.2.** Contractor Reporting: OAAS will review and will approve or provide comments. If revisions are required, the contractor shall have 10 business days to make revisions and to resubmit the manual to OAAS for approval.
- 1.8.2.** The contractor shall update the Operations Manual at least on an annual basis, or upon the direction of OAAS. Substantive changes / updates must be reviewed by OAAS prior to dissemination. A complete copy of the manual shall be submitted to OAAS at least annually.

## **1.9. Develop and Implement a Quality Assurance and Quality Improvement Plan**

- 1.9.1.** The contractor shall develop a quality assurance/quality improvement (QA/QI) plan to assure effective performance of all contract deliverables. The plan shall include mechanisms for assessing quality of performance on all deliverables as well as a process for remedial action should performance fall below the indicators identified in this contract or below the measures and standards set by the contractor in the QA/QI plan.
- 1.9.2.** The QA/QI plan shall include measures and/or standards for all deliverables. The measurement of data shall utilize generally accepted methods for sampling, data extraction, auditing, and monitoring. The plan shall also specify frequency of reporting for each component of the plan. Though quarterly reporting of all elements of the plan is not required, the contractor shall submit reports on internal quality program findings no less than quarterly. In addition to reporting performance findings, reports shall address remedial actions and systemic improvements undertaken to improve performance as well as the results of those actions and improvements.
- 1.9.3.** Specific areas that must be addressed include:
- 1.9.3.1.** Complaints
- 1.9.3.1.1.** The contractor shall create a record of all complaints received regarding contractor or program performance and also summarize type and quantity of complaints received.
- 1.9.3.1.2.** Frequency of reporting to OAAS/LDH should be specified in the contractor's QA/QI plan.

- 1.9.3.1.3.** In addition, contractor shall make both summary reports and records of individual complaints available to OAAS/LDH upon request.
- 1.9.3.2.** Call Center and LOCET Quality
- 1.9.3.2.1.** Contractor will monitor a representative simple random sample of telephone calls utilizing a telephone audit tool supplied or endorsed by OAAS to measure:
- 1.9.3.2.1.1.** accuracy of information provided by LOCET Intake Specialists as they provide information to callers;
  - 1.9.3.2.1.2.** accuracy of LOCET scoring;
  - 1.9.3.2.1.3.** general management of the phone interview.
- 1.9.3.2.2.** Contractor will provide supervisory oversight with third party listening and scoring of LOCETs in the following percentages:
- 1.9.3.2.2.1.** on 15% of new Intake Specialists' calls for first three (3) months of work,
  - 1.9.3.2.2.2.** on three to five percent (3 to 5%) for specialists who have conducted LOCET screenings for more than three (3) months.
- 1.9.3.2.3.** Contractor Reporting: Contractor will submit quarterly and annual reports to OAAS which will include findings of the representative sampling of LOCET Intake Specialist calls, show how findings less than 100% were remediated and what system improvement actions were implemented to address performance.
- 1.9.3.2.4.** OAAS may audit a sample of the contractor phone audits at will. The contractor shall supply OAAS with telephonic recordings of their audit sample upon request and any other information as required to facilitate this process.
- 1.9.3.3.** Quality of Assessments
- 1.9.3.3.1.** The contractor shall institute internal quality performance measures and valid sampling techniques to measure the accuracy, completeness and timeliness of MDS-HC assessments and will remediate findings of less than 100% compliance and demonstrate system improvement.
- 1.9.3.3.2.** Contractor will examine a representative simple random sample utilizing a record review audit tool supplied or endorsed by OAAS to measure accuracy, completeness and timeliness of the MDS-HC assessments.
- 1.9.3.3.3.** Contractor Reporting: Contractor will submit quarterly and annual reports to OAAS which will include findings of the representative sampling of the MDS-HC audits, how findings less than 100% were remediated and what system improvement actions were implemented to address performance.
- 1.9.3.3.4.** OAAS may audit the contractor assessment audits at will, and the contractor shall supply OAAS with any information required to facilitate this process.
- 1.9.3.4.** Quality of Medical Deterioration Reviews
- 1.9.3.4.1.** The contractor shall institute internal quality performance measures and valid sampling techniques to measure the accuracy, completeness and timeliness of Medical Deterioration reviews and will remediate findings of less than 100% compliance and demonstrate system improvement.



**1.9.3.4.2.** Contractor shall examine a representative simple random sample utilizing a record review audit tool approved by OAAS to measure accuracy, completeness and timeliness of the Medical Deterioration reviews.

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

**1.9.4.** The initial QA/QI plan shall be delivered to OAAS for review and approval no later than thirty (30) days prior to the contract start date. OAAS will review and provide comments for needed revisions. If revisions are required, the contractor shall have ten (10) business days to make revisions and to resubmit the plan to OAAS for approval.

**1.9.5.** Contractor will update the QA/QI plan on an annual basis and submit to OAAS for approval. Any substantial changes made to the QA/QI plan must be approved by OAAS.

**1.10. Participate in Meetings**

**1.10.1.** The contractor shall provide the appropriate staff representation for attendance and participation in meetings scheduled by LDH. All meetings shall be considered mandatory unless otherwise indicated.

**1.10.2.** LDH reserves the right to attend any and all training programs and seminars conducted by the contractor.

**1.10.3.** The contractor shall coordinate meetings twice a year with OAAS for all contractor staff. OAAS may use these meetings as training opportunities or for other dissemination of information to the contractor's staff. Dates of meetings shall be agreed upon and approved by OAAS. Agenda items shall be reviewed and adjusted as necessary.

**1.10.4.** Contractor shall meet with OAAS twice a month face-to-face or via teleconference to address operational and quality issues.

**1.10.5.** Contractor shall participate in quarterly quality assurance/quality improvement meetings with OAAS.

**1.10.6.** In addition to the above, the contractor shall meet upon request of OAAS / LDH to address issues related to the contract and programs. For all meeting, attendance by teleconference will be at the discretion of OAAS. OAAS shall have the right to identify specific contractor staff for attendance at any meetings.

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### 1.11. Perform Comprehensive Assessments for LTPCS Applicants and Participants

The contractor shall provide timely face-to-face assessment visits to individuals seeking and receiving LTPCS services. This includes face-to-face visits for initial assessments, reassessments for participant change in status, and annual reassessments for recertification as required by OAAS protocol.

For all face-to-face assessment visits, the MDS-HC instrument shall be used with OAAS-approved processes while meeting OAAS workflow expectations.

### 1.12. Conduct Face-to-Face Assessment Visits for LTPCS Applicants and Participants

**1.12.1.** The contractor shall conduct initial face-to-face assessment visits for Medicaid-eligible LTPCS applicants and participants who have passed the LOCET and/or Medical Deterioration screening.

**1.12.2.** The contractor shall accurately determine whether an applicant meets Level of Care and program eligibility requirements for participation in the LTPCS program utilizing the MDS-HC and OAAS approved criteria and protocols. This may include a review of medical documentation regarding the participant's medical status and the likelihood of need for long term assistance. OAAS will provide criteria and training for this review process.

**1.12.3.** For initial assessment visits, the contractor shall verify that the LTPCS applicant is determined eligible for Medicaid immediately prior to the scheduled assessment date.

**1.12.3.1.** Performance Indicator: For applicants in hospitals and those who are verified Protective Services clients, the contractor shall complete 90% of initial face-to-face assessment visits within two (2) business days of LOCET screening.

**1.12.3.2.** Performance Indicator: For applicants in community living situations or residing in nursing facilities, the contractor shall complete 90% of initial face-to-face MDS-HC assessment visits within ten (10) business days of LOCET screening.

**1.12.3.3.** Performance Indicator: The applicant will be notified by mail of the assessment determination. The determination notice shall be mailed no more than three (3) business from the date of the determination.

**1.12.3.4.** Performance Indicator: In 90% of LTPCS cases the MDS-HC assessment shall be completed during the initial face-to-face assessment visit. In 100% of LTPCS cases the MDS-HC assessment shall be completed no more than three (3) business days from the date of the initial face-to-face visit.

**1.12.3.4.1.** Timeliness will be determined using the date of initial face-to-face assessment as recorded in the information system utilized by the contractor.

**1.12.3.5.** Performance Indicator: No more than 15% of LTPCS initial eligibility determinations that are appealed shall be overturned. Overturned appeals which are reviewed by OAAS and determined to have been properly processed will be counted as accurate.

**1.12.3.6.** Contract monitoring: OAAS staff will review cases to determine whether policy adherence was met.

**1.12.4.** The contractor shall perform timely routine LTPCS re-certifications through face-to-face assessment visits to determine the participant's continued eligibility for LTPCS services. These routine re-certifications include the annual recertification for all LTPCS participants as well as the routine re-certifications for LTPCS applicants whose most recent assessment allowed approval for a period of less than one (1) year.

**1.12.5.** The contractor shall accurately determine whether participant meets level of care and program eligibility criteria for continued participation in LTPCS. This may include a review of medical documentation regarding the participant's medical status and the likelihood of need for long term assistance. OAAS will provide criteria and training for this review.

**1.12.5.1.** The contractor shall correctly update/revise the plan of care based upon the recertification findings. This includes any revisions to the level of service allocation for the participant based on the MDS-HC results.

- 1.12.5.1.1. Contract monitoring: OAAS QA review team will review cases to determine whether policy adherence was met.
  - 1.12.5.1.2. Performance Indicator: In 90% of LTPCS cases the MDS-HC assessment shall be completed during the face-to-face recertification assessment visit. In 100% of LTPCS cases the MDS-HC assessment shall be completed no more than three (3) business days from the date of the recertification face-to-face visit.
  - 1.12.5.1.3. Performance Indicator: No more than 15% of LTPCS eligibility recertification determinations that are appealed shall be overturned. Overturned appeals which are reviewed by OAAS and determined to have been properly processed will be counted as accurate.
  - 1.12.5.1.4. Performance Indicators: 100% of LTPCS annual recertification assessments must be completed within days 260-365 from the previous annual or initial certification. OAAS will have the option to extend the timely completion date to day 545 of the certification period. (See glossary item, Certification Period.)
  - 1.12.5.1.5. Contractor Reporting: The contractor shall submit a report of the number and percent of LTPCS participants whose annual recertification assessment was completed within 260 – 365 days. This shall be reported electronically to OAAS on a monthly basis and shall also be available upon request.
- 1.12.6.** The contractor shall perform accurate and timely change of status reassessments through face-to-face assessment visits. These are conducted upon any reported change in condition which may affect the participant's continued eligibility or level of service allocation for LTPCS services. They may or may not require a face-to-face assessment visit with the participant.
- 1.12.6.1. For reported status changes the contractor shall perform the reassessment according to program rules. This may include a review of medical documentation regarding the participant's medical status and the likelihood of need for long term assistance. OAAS will provide criteria and training for this review.
  - 1.12.6.2. The contractor shall be responsible for making the determination of whether a face-to-face assessment visit is required based on application of OAAS criteria and protocol.
  - 1.12.6.3. The participant shall be responsible for reporting changes to the contracted agency using the contractor's published hot line phone number.
  - 1.12.6.4. The need for change of status reassessments may result from participant-reported changes in condition, in supports, or in living environment. Situations warranting change of status reassessments may also be discovered by contractor staff during the monthly phone contact and quarterly monitoring visits, and reports from friends, family, service providers, and others who may have knowledge of the participant's status.
  - 1.12.6.5. The contractor shall correctly update/revise the plan of care based upon the status change reassessment findings. This includes any revisions to the level of service allocation for the participant based on the MDS-HC results
    - 1.12.6.5.1. Performance Indicators: 90% of required status change reassessments must be completed within ten (10) business days of discovery or report of status change. 90% of plans of care shall be revised within ten (10) business days of change in status reassessment. 100% of plans of care shall be revised within 15 business days of change in status reassessments.
    - 1.12.6.5.2. Performance Indicator: 100% of decision notices shall be mailed to the participant within three (3) business days of completion of the MDS-HC assessment.
- 1.12.7.** For all re-certifications assessments which result in a determination of ineligibility or a reduction of services, the contractor shall provide the participant with the appropriate notice including appeal rights. The contractor shall then notify the data management contractor and the participant's service provider of the proposed end of or reduction in services.

**1.12.8.** Notification to the data management contractor shall be sent electronically and be communicated to the service provider by telephone or by electronic mail at the following times:

**1.12.8.1.** Within one (1) working day of being informed by OAAS that the participant files a timely appeal request for continuance of currently approved services;

**1.12.8.2.** Within one (1) working day of being informed by OAAS that the participant has not filed a timely request for continuance of currently approved services, the contractor shall notify the data management contractor and service provider to proceed with appropriate action according to procedure.

**1.12.8.3.** Within one (1) working day of being informed by OAAS of the final appeal decision rendered by the Administrative Law Judge.

**1.12.8.3.1.** Performance Indicator: 90 % of data management contractor notices shall be sent to the data management contractor electronically within one (1) working day and 100 % will be sent within two (2) working days.

**1.12.8.3.2.** Performance Indicator: 90% of service provider contractor notices shall be communicated to the service provider within one (1) working day and 100% will be communicated within two (2) working days.

### **1.13. Adhere to Expectations for Essential Workflow Elements**

**1.13.1.** During all face-to-face assessment visits the contractor is expected to complete the following tasks:

**1.13.1.1.** An opportunity for voter registration shall be provided to the applicant. If requested, assistance shall be provided for the completion of documentation.

**1.13.1.2.** The MDS-HC assessment shall be completed.

**1.13.1.3.** A presumptive eligibility determination for LTPCS services shall be made pending final review.

**1.13.1.3.1.** The final eligibility determination for the requestor will be made after a comprehensive review of the face-to-face visit findings, including the MDS-HC data.

**1.13.2.** The contractor shall provide assessors with equipment needed, e.g., laptops, tablets or other equipment and connectivity, to meet the workflow expectations noted here.

### **1.14. Develop Plan of Care for LTPCS Participants**

Utilizing OAAS protocols and workflow expectations, the contractor shall develop a person-centered plan of care for all LTPCS participants who meet eligibility requirements.

**1.14.1.** The contractor shall develop or revise the person-centered plan of care for LTPCS participants during the face-to-face assessment visit.

**1.14.2.** The contractor shall provide a hardcopy of the provisional plan of care to the participant during the face-to-face visit.

**1.14.3.** The contractor shall transmit the plan of care to the LDH designated data management contractor.

**1.14.4.** If the provisional plan of care is approved, a final plan of care will be mailed to the participant.

**1.14.4.1.** Performance Indicator: 90% of initial and recertification provisional plans of care shall be completed during the face-to-face visit. 100% of final plans of care shall be completed no more than three (3) business days from the date of the initial (or recertification) face-to-face visit.

**1.14.4.2.** Performance Indicator: Through the comprehensive assessment process the contractor shall address all of the participant's identified requirements. The person-centered plan of care will address these needs and incorporate informal and other non-Medicaid community supports. This may be verified by random OAAS audit. The state shall not be billed for any provisional plans of care. Only final plans of care will be considered approved for payment.

### 1.15. Emergency Plan

**1.15.1.** The contractor shall verify all LTPCS participants have an emergency component in the plan of care. This plan must include emergency contingencies as prescribed by OAAS. The emergency component is separate and distinct from the worker back-up plan that must be provided to the participant by the PCA provider.

**1.15.1.1.** Performance Indicator: 100% of participant files for participants with LTPCS services will contain an emergency component in the plan of care. The plan must include emergency contingencies as prescribed by OAAS. This may be monitored by OAAS random file audit.

### 1.16. Provide Freedom of Choice of Providers to LTPCS Participants

**1.16.1.** The contractor shall provide the participant with a freedom of choice listing of available service provider agencies and shall explain the freedom of choice process. This shall be done at the following times:

- When the participant's functional eligibility is determined, initially and upon recertification
- When the participant requests a provider change (following current OAAS protocols as delineated in the LTPCS Program Manual)
- Upon closure of the participant's current provider agency
- Upon written notice of involuntary discharge from the participant's current provider agency
- Upon other direction from OAAS or LDH legal

**1.16.1.1.** Performance Indicator: Upon OAAS random file audit, 100% of participants' files shall have documentation of appropriate provider selection process.

### 1.17. Distribute Plan of Care for LTPCS Participants

**1.17.1.** Once the plan of care has been developed for the LTPCS participant, the contractor shall deliver the plan of care to the participant and to the selected service provider.

**1.17.1.1.** Performance Indicator: 100% shall be mailed within three (3) business days of completion of plan of care.

**1.17.1.2.** Contractor Reporting: The contractor shall submit a report of the number and percent of plans of care mailed within three (3) business days of completion. This shall be reported monthly to OAAS in electronic format.

### 1.18. Perform Phone Follow-Up to Confirm Service Delivery

**1.18.1.** Upon start of services or upon change of providers the contractor shall perform timely telephone follow-up with the participant to confirm that a provider choice has been completed.

**1.18.2.** The contractor shall follow-up by phone with the participant to confirm services were initiated after issuance of prior authorization by the data management contractor.

**1.18.3.** If services were not started as scheduled, the contractor shall contact the service provider to remedy the problem, or work with the participant to choose another service provider.

**1.18.4.** Any time a change in provider occurs the contractor shall update the information system within 24 hours of notice of provider choice.

**1.18.4.1.** Performance Indicator: 90% of participants shall be contacted to confirm service delivery status within three (3) business days of services start date. Likewise, when participants change providers, participant contact shall be made to confirm initiation of service delivery.

**1.18.4.2.** Performance Indicator: 100% of participants shall be contacted to confirm service delivery status within five (5) business days of services start date. Likewise, when participants change providers, participant contact shall be made to confirm initiation of service delivery.

**1.18.4.3.** Contractor Reporting: The contractor shall record number, date and time of follow-ups for services initiation. Tally shall be completed daily; reported electronically to OAAS on a monthly basis. Random file audit by OAAS, 100% of participants' files shall have documentation of appropriate follow-ups for service initiation.

### 1.19. Participate in Appeals

- 1.19.1.** Upon Contractor's receipt of notice of a docketed appeal from OAAS or the Division of Administrative Law, the contractor shall prepare an appeals packet which includes a Summary of Evidence and all documentation necessary to uphold the decision made.
- 1.19.2.** This includes appeals filed regarding eligibility denial decisions as well as appeals filed regarding the budget approved for LTPCS participants.
- 1.19.3.** The contractor shall upload the appeals packet to the Division of Administrative Law SharePoint site within five (5) business days of receipt of notice of the docketed appeal and notify OAAS of the upload via email.
- 1.19.4.** Appeals hearings will be routinely attended by the designated contractor staff who are most capable of serving as the LDH / OAAS representative in the appeals hearings.
- 1.19.4.1.** In the event OAAS or its designee determines that the assessor who conducted the MDS-HC assessment should be present at the hearing, the contractor shall make arrangements for the assessor to be present and provide testimony.
- 1.19.5.** The contractor shall employ sufficient number of appeals staff as necessary to prepare and participate in appeals as required, five (5) days per week.
- 1.19.5.1.** Performance Indicator: 100% of appeals packets shall be uploaded to the Division of Administrative Law SharePoint site within five (5) business days of the contractor's receipt of the notice of docketed appeal.
- 1.19.5.2.** Performance Indicator: The contractor shall provide representation at 100% of appeals.

### 1.20. Participant and Service Monitoring for All LTPCS Participants

- 1.20.1.** The contractor shall perform participant and service monitoring functions to update information, to ascertain that LTPCS services are being provided as required and described in the plan of care, and to ascertain that the services are satisfactory. This monitoring includes ongoing participant contact as part of case maintenance and quality management.
- 1.20.2.** The contractor shall contact participants each month by telephone and conduct on-site visits with participants on a quarterly basis.
- 1.20.3.** During the quarterly in-home visit, the contractor's staff shall ensure that documentation of the participant's worker back-up plan is current and available.
- 1.20.4.** In situations where during the course of the monitoring visit it is indicated that an assessment is required due to a change in status, the contractor will not invoice the state for both a monitoring visit and a reassessment but will charge for either the monitoring visit or the reassessment.
- 1.20.5.** The routine recertification visit satisfies both of these requirements in the month the routine recertification is conducted.
- 1.20.6.** A successful telephone contact is defined as a telephone conversation with the participant, the designated personal representative, a legal representative or an adult family member of the participant.
- 1.20.7.** These monitoring events will be conducted in accordance with OAAS approved procedures.
- 1.20.8.** OAAS may, at its discretion, direct that certain types or percentages of visits be conducted on an unannounced basis.
- 1.20.9.** The contractor shall maintain a record of all instances of deficient service delivery and document measures taken for resolution.
- 1.20.9.1.** Performance Indicator: *Monthly telephone contact.* In order to verify that services are continuing as described in the participant's plan of care, the contractor shall ensure that at least 90% of all participants receive contact by phone and/or home visit each month...

- 1.20.9.2. Performance Indicator: Quarterly visits: The contractor shall ensure that at least 90% of all participants receive a home visit at least quarterly.
- 1.20.9.3. Performance Indicator: The contractor shall ensure that no participant goes more than 60 days without a contact.
- 1.20.9.4. Performance Indicator: In 100% of LTPCS cases which should be closed, the contractor shall update OPTS and notify data management contractor within one (1) business day of discovery.
- 1.20.9.5. Performance Indicator: 90% of service providers will be notified of the participant's ineligibility to continue receiving services within five (5) business days of the denial determination.
- 1.20.9.6. Contractor Reporting The contractor shall submit a monthly report of the number and percentage of LTPCS participants receiving contact by phone and/or home visit each month.
- 1.20.9.7. Contractor Reporting The contractor shall submit a monthly report of the number and percentage of LTPCS participants receiving a quarterly home visit.
- 1.20.9.8. Contractor Reporting: The contractor shall submit a monthly report of the number and percent of LTPCS participants without a contact in the last 60 days.

#### 1.21. Additional Participant Contacts

- 1.21.1. At the request of LDH / OAAS, the contractor shall contact program participants by telephone when emergency situations or other circumstances warrant. An example would be when flooding or weather events threaten program participants.
- 1.21.2. Calls may be for information dissemination purposes only, or LDH / OAAS may request that the contractor collect information during these calls. Automated call systems are acceptable as long as they can accomplish the requirements.

#### 1.22. Perform Timely Updates to And Maintenance of LTPCS Cases

- 1.22.1. The contractor shall update all demographic information including contact phone numbers and physical and mailing addresses with every client contact and maintain this information in the OAAS Participant Tracking System (OPTS).
- 1.22.2. The contractor shall appropriately and promptly update the plan of care for all demographic information, provider changes, service changes, and in instances where the participant is determined to be ineligible for continued LTPCS services.

#### 1.23. Determination of Provider's Request to Refuse Service

- 1.23.1. The contractor shall review and participate in the process of approval or disapproval of a provider's request to refuse services to a participant. Upon receipt of an LTPCS provider's request to refuse or discontinue a participant's services, the contractor shall use criteria established by OAAS to determine approval or denial of such request.
  - 1.23.1.1. Performance Indicator: Upon OAAS random file audit, 95% of approvals will be consistent with OAAS policy.

#### 1.24. Responsibilities Regarding Provider Non-compliance

- 1.24.1. During monthly and quarterly participant monitoring, in instances where the contractor determines that services are not delivered appropriately, the contractor shall report the non-compliance to the service provider agency within one (1) business day. The participant shall also be given the opportunity to change service providers.
- 1.24.2. The contractor shall conduct subsequent follow-up contact with the participant to ascertain that services are being delivered as described in the participant's plan of care and that the services are satisfactory.
  - 1.24.2.1. Performance Indicator: 100% of discovered instances of non-compliant provider service delivery shall be reported within one (1) business day and resolved within ten (10) business days of discovery.
  - 1.24.2.2. Contractor Reporting: The contractor shall maintain a record of all instances of non-compliant service delivery, document measures taken for resolution

and submit reports as requested by OAAS. The contractor shall routinely report to OAAS any suspected fraud or abuse, and will monitor such activities as directed.

- 1.24.2.3. Performance Indicators: Upon learning new participant contact information, the contractor shall update OAAS Participant Tracking System (OPTS) within one (1) business day.
- 1.24.2.4. Performance Indicator: 100% of transfer failures are reported to OAAS within one (1) business day.

## 1.25. Implement Participant Complaint Process

- 1.25.1. The contractor shall receive and work to address and/or resolve participant complaints about access services, LTPCS program service delivery, and LTPCS providers and direct support workers.
- 1.25.2. The contractor shall develop a complaint policy and process and track all complaints about contractor performance, program issues, and provider performance along with actions taken to resolve these.
- 1.25.3. For complaints about direct service workers and provider agencies that do not rise to the level of abuse, neglect, fraud, or licensing violation, the contractor shall work with the participant and provider agency to resolve the complaint. This may include offering freedom of choice of a different provider to the participant.
- 1.25.4. The contractor shall inform OAAS of any complaints alleging abuse, neglect, licensing violation, or fraud and take appropriate follow-up action with the appropriate LDH agency.
  - 1.25.4.1. Performance Indicator: Within 15 days from the contract start date, the contractor shall submit its complaint policy and procedures to OAAS for approval.
  - 1.25.4.2. Contractor Reporting: Using a format to be approved by OAAS, the contractor shall provide aggregate reports on a monthly basis; as well as detailed complaint information, including the original complaint documentation, upon request.

## 1.26. Develop Customer Satisfaction Survey

- 1.26.1. The contractor shall develop a customer satisfaction survey that shall be approved by OAAS and which shall address, at a minimum, the following areas. It shall be conducted at least annually. Results shall be made available to OAAS upon request.
  - 1.26.1.1. Callers' general satisfaction with call center functions
  - 1.26.1.2. Callers' satisfaction with the quality and timeliness of written materials mailed by the contractor
  - 1.26.1.3. Callers' satisfaction with the appropriateness of referrals made for services outside of those provided by LDH
  - 1.26.1.4. Participants' satisfaction with encounters with the contractor's staff during face-to-face visits
  - 1.26.1.5. Participants' satisfaction with the plan of care developed by the contractor's staff

## 1.27. Provide Adequate Training for Development of Plan of Care

The contractor shall provide training which shall ensure that its staff is proficient in development of a person-centered plan of care. This training shall include, at a minimum, the following essential elements.

- 1.27.1. Identification of services which respond to participants' current functional eligibility limitations, need for support systems or community support services
- 1.27.2. Inclusion of family members, neighbors, caregivers, community members, friends, support workers and others into the person-centered plan of care
- 1.27.3. Delineation of tasks which can be carried out in a respectful manner for the participant, the family and those who support the participant
- 1.27.4. Ensuring that the participant's requirements and desires are clearly stated and addressed



## **2.0 STAFF REQUIREMENTS AND SUPPORT SERVICES**

### **2.1. Staffing Requirements**

- 2.1.1.** The contractor shall have in place the organizational, operational, managerial, and administrative systems capable of fulfilling all contract requirements.
- 2.1.2.** The contractor must employ sufficient staffing and utilize appropriate resources to achieve contractual compliance. The contractor's staffing and resources must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and LDH policy requirements. If the contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by LDH, including but not limited to requiring the contractor to hire additional staff and application of monetary penalties.
- 2.1.3.** The contractor shall comply with LDH Policy 47.1, "Criminal History Records Check of Applicants and Employees," which requires criminal background checks to be performed on all employees of LDH contractors who have access to electronic protected health information on Medicaid applicants and recipients. The contractor shall, upon request, provide LDH with a satisfactory criminal background check or an attestation that a satisfactory criminal background check has been completed for any of its staff or subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this Contract.
- 2.1.4.** The contractor shall remove or reassign, upon written request from LDH, any contractor employee or subcontractor employee that LDH deems to be unacceptable. The contractor shall hold LDH harmless for actions taken as a result hereto.
- 2.1.5.** The contractor must have access to sufficient personnel and/or resources to assist LDH in response to legal actions and requests, including but not limited to:
- 2.1.5.1.** Public record and discovery requests;
  - 2.1.5.2.** Investigation of fraud and abuse, and assistance in the prosecution thereof; and
  - 2.1.5.3.** Compliance with court orders, consent agreements or other legal mandates, by which the Department is legally bound.

### **2.2. Key Staff Positions**

For the purposes of this contract, the key staff positions shall include the Executive Account Manager, the Deputy Account Manager, and the Quality Assurance Manager. Key staff must be domiciled in Louisiana.

### **2.3. Staffing Requirements**

The contractor shall provide sufficient numbers of staff with the requisite experience and training to execute the functions required by this contract in accordance with the specified performance criteria.

- 2.3.1.** Telephone counselors (program screening, information and referral specialists) shall have:
- 2.3.1.1.** Bachelor's degree in a human services field
  - 2.3.1.2.** At least one (1) year of experience in working with older adults or persons with disabilities
  - 2.3.1.3.** Training and certification in the use of the Level of Care Eligibility Tool (LOCET) as conducted by OAAS
- 2.3.2.** Assessment specialists shall have:
- 2.3.2.1.** Bachelor's degree in a human services field or be a Louisiana licensed Registered Nurse (RN)

2.3.2.2. At least one (1) year of experience in working with older adults or persons with disabilities

2.3.2.3. Training and certification in the use of the MDS-HC as conducted by OAAS

2.3.3. Supervisor of assessment specialists shall have:

2.3.3.1. RN degree

2.3.3.2. MSW degree may be substituted as long as the contractor employs adequate number of RN Quality Management Staff to serve as resources for the MSW.

2.3.3.3. The requirements in 2.3.3.1 and 2.3.3.2 may be waived by OAAS if it is determined another personnel designee has the skill level required.

2.3.3.4. At least one (1) year of experience in working with older adults or persons with disabilities

2.3.3.5. At least two (2) years of experience supervising human services professionals

2.3.3.6. Training and certification in the use of the MDS-HC as conducted by OAAS

2.3.4. Staff assigned to technical or management positions, such as data management and reporting or quality management and program compliance, shall have:

2.3.4.1. Bachelor's degree

2.3.4.2. At least one (1) year of experience in the human services field

#### 2.4. Written Policies, Procedures, and Job Descriptions

2.4.1. The contractor shall develop and maintain written policies, procedures and job descriptions for each functional area, consistent in format and style. The contractor shall maintain written guidelines for developing, reviewing and approving all policies, procedures and job descriptions. All policies and procedures shall be reviewed at least annually to ensure that the contractor's written policies reflect current practices. Reviewed policies shall be dated and signed by the contractor's appropriate manager, coordinator, director or administrator. Minutes reflecting the review and approval of the policies by an appropriate committee are also acceptable documentation. Job descriptions shall be reviewed at least annually to ensure that current duties performed by the employee reflect written requirements.

2.4.2. LDH reserves the right to review and approve all contractor policies, procedures, and protocols.

2.4.3. The contractor's written policies, procedures and job descriptions for each functional area shall be delivered to OAAS for review and approval no later than thirty (30) days prior to the contract start date.

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### 3.0 SYSTEMS AND TECHNICAL REQUIREMENTS

#### 3.1. General Requirements

- 3.1.1.** Many of the IT functions required to perform the services are described in the existing contract and are owned and maintained by OAAS. The contractor is required to use these systems and communicate with these systems to carry out the contractor's internal processes.
- 3.1.2.** The contractor's data systems shall employ a relational data model in its database architecture, which would entail the utilization of a relational database management system (RDBMS) such as Oracle®, DB2®, or SQL Server®. The contractor's application systems shall support query access using Structured Query Language (SQL). Standard connector technologies, such as Open Database Connectivity (ODBC) and/or Object Linking and Embedding (OLE), are desirable.
- 3.1.3.** All contractor applications, operating software, middleware, and networking hardware and software shall be able to interoperate as needed with LDH's systems and shall conform to applicable standards and specifications set by LDH.
- 3.1.4.** The contractor shall minimize any necessary modifications to LDH's current information systems in order to establish interoperability. All interfaces must be fully tested by the contractor.
- 3.1.5.** The contractor's systems shall have, and maintain, capacity sufficient to handle the workload projected for the begin date of operations and shall be scalable and flexible so that it can be adapted as needed, within negotiated timeframes, in response to changes in the Contract requirements.
- 3.1.6.** The contractor will be required to transmit all data for operational or analytical purposes to LDH on a regular schedule in XML format and/or other format as agreed upon by LDH and the contractor. Final determination of relevant data will be made by LDH based on collaboration between both parties. Transmission of the data shall be daily. Files for this purpose will be transmitted via Secure File Transfer Protocol (SFTP) to the Department and/or its designee. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- 3.1.7.** The contractor's systems shall have a service-oriented architecture in order to communicate with other systems managed by LDH and/or its designees/contractors.
- 3.1.8.** The contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this contract.
- 3.1.9.** The contractor shall adhere to applicable 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 contract.
- 3.1.10.** The contractor shall clearly identify any systems or portions of systems referenced in the proposal which are considered to be proprietary in nature.
- 3.1.11.** Unless explicitly stated to the contrary, the contractor is responsible for all expenses required to obtain access to LDH systems—including systems maintained by other contractors including but not limited to the Medicaid fiscal intermediary and Medicaid enrollment broker--or resources which are relevant to successful completion of the requirements of this contract. 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 contract.. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- 3.1.12.** Any PHI, PII, or otherwise confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 3.1.13.** 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).
- 3.1.14.** Any contractor use of flash drives or external hard drives for storage of Medicaid, PHI, or otherwise confidential data must first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.

- 3.1.15.** All contractor utilized computers and devices must:
- 3.1.15.1.** Be protected by industry standard virus protection software which is automatically updated on a regular schedule;
  - 3.1.15.2.** Have installed all security patches which are relevant to the applicable operating system and any other system software;
  - 3.1.15.3.** Ensure that encryption meeting FIPS 140-2 be enabled at the operating system level on systems containing protected health information;
  - 3.1.15.4.** Ensure that all devices with storage, including laptops, containing confidential or protected information are readily identifiable and traceable to the contractor's inventory; and
  - 3.1.15.5.** Be protected from unauthorized access.
- 3.1.16.** The Contractor shall allow LDH personnel, agents of the Louisiana Attorney General's Office or individuals authorized by LDH or the Louisiana Attorney General's Office and upon request by CMS direct access to its data for the purpose of data mining and review.
- 3.1.17.** The contractor will provide all computer code and source files associated with software programs and tools developed to fulfil the requirements of the contract on a quarterly basis, or sooner when a major change in system functionality is implemented and put into production.

### **3.2. HIPAA Standards and Code Sets**

- 3.2.1.** The systems shall be able to transmit, receive and process data in current HIPAA-compliant or LDH specific formats and/or methods, including, but not limited to, secure File Transfer Protocol (FTP) over a secure connection such as a Virtual Private Network (VPN).
- 3.2.2.** All HIPAA-conforming exchanges of data between LDH (or its designated, authorized subcontractors) and the contractor shall be subjected to the highest level of compliance as measured using an industry-standard HIPAA compliance checker.
- 3.2.3.** The systems shall conform to the following HIPAA-compliant standards as amended for information exchange. Transaction types may include, but are not limited to, the following:
- ASC X12N 834 Benefit Enrollment and Maintenance;
  - ASC X12N 270/271 Eligibility/Benefit Inquiry/Response;
  - ASC X12N 276 Claims Status Inquiry;
  - ASC X12N 277 Claims Status Response;
  - ASC X12N 278 Utilization Review Inquiry/Response;
- 3.2.4.** The contractor shall not revise or modify standardized forms or formats.
- 3.2.5.** Transaction types are subject to change and the contractor shall comply with applicable Federal and HIPAA standards and regulations as they occur.
- 3.2.6.** The contractor shall adhere to national standards and standardized instructions and definitions that are consistent with industry norms that are developed jointly with LDH. These shall include, but not be limited to, HIPAA based standards, Federal safeguard requirements including signature requirements described in the CMS State Medicaid Manual.

### **3.3. Connectivity**

- 3.3.1.** LDH is requiring that the contractor interface with LDH, the Medicaid Fiscal Intermediary (FI), the Enrollment Broker (EB) if established, OAAS Participant Tracking System (OPTS), MCOs and other parties as designated by OAAS. The contractor must have capacity for real time connectivity to all systems approved by LDH, including systems owned by LDH and others approved by LDH but managed by external entities.
- 3.3.2.** The contractor must have the capability and shall allow authorized LDH personnel to have real-time read-only connectivity to the contractor's system as remote connections from LDH offices. Furthermore, LDH staff or other individuals authorized by LDH shall have direct read-only access to its data for the purpose of data mining, monitoring and review.

- 3.3.3.** The systems shall conform and adhere to the data and document management standards of LDH and its FI, inclusive of standard transaction code sets.
- 3.3.4.** The contractor's systems shall utilize mailing address standards in accordance with the United States Postal Service.
- 3.3.5.** All information, whether data or documentation and reports that contain or references to that information involving or arising out of the Contract, is owned by LDH. The contractor is expressly prohibited from sharing or publishing LDH's information and reports without the prior written consent of LDH. In the event of a dispute regarding the sharing or publishing of information and reports, LDH's decision on this matter shall be final.
- 3.3.6.** The Medicaid Management Information System (MMIS) processes claims and payments for covered Medicaid services within the fee-for-service Medicaid program. LDH will require the contractor to comply with all transitional requirements as necessary should LDH contract with a new FI for the operation of MMIS, or if the existing FI changes or upgrades its system during the Contract, at no cost to LDH or its FI.
- 3.3.7.** The contractor shall be responsible for all initial and recurring costs required for access to LDH system(s), as well as LDH access to the contractor's system(s). These costs include, but are not limited to, hardware, software, licensing, and authority/permission to utilize any patents, annual maintenance, support, and connectivity with LDH, the Fiscal Intermediary (FI) and other parties as designated by OAAS that have direct access to the system...

#### **3.4. OPTS (OAAS Participant Tracking System)**

- 3.4.1.** The OAAS Participant Tracking System (OPTS) contains participant demographic and contact information, information related to the participant's initial and subsequent LOCET screenings and PASRR (Pre-Admission Screening and Resident Review) information (if any). This is OAAS' system of record for participant demographic information.

#### **3.5. Hardware and Software**

The contractor must maintain hardware and software necessary to meet the requirements of this contract. This includes, but is not limited to, call center operations, authorized services operations, and participant services.

- 3.5.1.** Desktop Workstation Hardware:
- Networked PC capable of running Microsoft Windows 7 or later operating system.
- 3.5.2.** Desktop Workstation Software:
- 3.5.2.1.** Operating system shall be Microsoft Windows 7 or later;
- 3.5.2.2.** Web browser that is equal to or surpasses Microsoft Internet Explorer v8.0 and is capable of resolving JavaScript and ActiveX scripts;
- 3.5.2.3.** The contractor shall use a LDH-supplied secure email mechanism. In the event that LDH does not supply a secure email mechanism, the contractor shall use a secure email mechanism approved by LDH. E-mail users should be periodically (at least annually) trained in the appropriate use of secure e-mail functionality with respect to PHI;
- 3.5.2.4.** An office productivity suite such as Microsoft Office that is compatible with Microsoft Office 2010 or later;
- 3.5.2.5.** Each workstation connected to the Internet shall have anti-virus, anti-spam, and anti-malware software. Regular and frequent updates of the virus definitions and security parameters of these software applications should be established and administered;
- 3.5.2.6.** A desktop compression/encryption application that is compatible with WinZIP v19.0;
- 3.5.2.7.** All contractor-utilized workstations, laptops and portable communication devices shall:
- 3.5.2.7.1.** Be protected by industry standard virus protection software which is automatically updated on a regular schedule;
- 3.5.2.7.2.** Have installed all security patches which are relevant to the applicable operating system and any other system software;

- 3.5.2.7.3.** Have encryption protection enabled at the Operating System level for systems containing PHI or other confidential information;
- 3.5.2.7.4.** Be protected from unauthorized access and use;
- 3.5.2.7.5.** Be readily identified and traceable to the contractor's inventory; and
- 3.5.2.7.6.** Be compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

### **3.6. Network and Back-up Capabilities**

The contractor shall:

- 3.6.1.** Establish a local area network or networks as needed to connect all appropriate workstation personal desktop computers (PCs);
- 3.6.2.** Establish appropriate hardware firewalls, routers, and other security measures so that the contractor's computer network is protected against unauthorized access;
- 3.6.3.** Establish appropriate back-up processes that ensure the back-up to secure, off-site storage, archival, and ready retrieval/recovery of mainframe (when applicable), network server data and desktop workstation data;
- 3.6.4.** Ensure that network hardware is protected from electrical surges, power fluctuations, and power outages by using appropriate uninterruptible power systems (UPS) and surge protection devices; and
- 3.6.5.** Establish independent generator back-up power capable of supplying necessary power for a minimum of four (4) days for all information systems and supporting infrastructure.

### **3.7. Resource Availability and Systems Changes**

#### **3.7.1. Resource Availability**

- 3.7.1.1.** The contractor shall provide Systems Help Desk services to LDH, its FI, and any other party as designated by OAAS that have direct access to the data in the contractor's systems.
- 3.7.1.2.** The contractor shall provide a contact person(s) with extensive knowledge of the contractor's data systems who can assist LDH personnel with explanation of data and troubleshooting issues.

#### **3.7.2. Systems Quality Assurance Plan**

- 3.7.2.1.** The contractor shall ensure that written systems process and procedure manuals document and describe all manual and automated system procedures for its information management processes and information systems.
- 3.7.2.2.** The Systems Quality Assurance Plan information systems documentation requirements must be submitted to LDH for approval no later than thirty (30) days before the Go-Live Date.
- 3.7.2.3.** At a minimum, the Systems Quality Assurance Plan must address the following:
  - 3.7.2.3.1.** The contractor shall develop, prepare, print, maintain, produce, and distribute to LDH distinct systems design and management manuals, user manuals and quick reference Guides, and any updates.
  - 3.7.2.3.2.** The contractor shall ensure the systems user manuals contain information about, and instruction for, operating applicable systems and accessing applicable system data.

- 3.7.2.3.3. The contractor shall ensure when a system change is implemented, the contractor will update the appropriate manuals.
  - 3.7.2.3.4. The contractor shall ensure all aforementioned manuals and reference Guides are available in printed form and on-line; and
  - 3.7.2.3.5. The contractor shall update the electronic version of these manuals within three (3) business days, and update printed versions within ten (10) business days of the update taking effect.
  - 3.7.2.3.6. The contractor shall provide to LDH documentation describing its Systems Quality Assurance Plan.
- 3.7.2.4. At least ninety (90) days prior to projected date of change, the contractor shall notify LDH staff of major changes, upgrades, modification or updates to application or operating software associated with the following:
- 3.7.2.4.1. Service authorization management system;
  - 3.7.2.4.2. Data management system;
  - 3.7.2.4.3. Conversions of core transaction management systems;
  - 3.7.2.4.4. System or data security;
  - 3.7.2.4.5. Changes to any other system to which LDH has access-
- 3.7.2.5. Unless otherwise agreed to in advance by LDH, the contractor shall not schedule systems unavailability to perform system maintenance, repair and/or upgrade activities to take place during hours that can compromise or prevent critical business operations.
- 3.7.2.6. The contractor shall work with LDH pertaining to any testing initiative as required by LDH and shall provide sufficient system access to allow testing of the contractor's system by LDH, its FI, and/or other affected external entities.

### 3.8. Other Electronic Data Exchange

- 3.8.1. The contractor's system shall scan, house, and retain indexed electronic images of documents to be used by participants and providers to transact with the contractor and that are reposed in appropriate database(s) and document management systems as to maintain the logical relationships to certain key data such as participant identification, provider identification numbers and claim identification numbers. The contractor shall ensure that records associated with a common event, transaction or customer service issue have a common index that will facilitate search, retrieval and analysis of related activities, such as interactions with a particular participant about a reported problem.

### 3.9. Electronic Messaging

- 3.9.1. The contractor shall provide a continuously available electronic mail communication link (e-mail system) to facilitate communication with LDH. This e-mail system shall be capable of attaching and sending documents created using software compatible with LDH's installed version of Microsoft Office (currently 2010) and any subsequent upgrades as adopted.
- 3.9.2. As needed, the contractor shall be able to communicate with LDH over a secure Virtual Private Network (VPN).
- 3.9.3. The contractor shall comply with national standards for submitting protected health information (PHI) electronically and shall if directed by OAAS use a LDH-supplied secure email mechanism in cases where LDH and the contractor do not make use of a common secure encrypted transport mechanism. In the event that LDH does not supply a secure email mechanism and no secure encryption transport mechanism is in place, the contractor shall use a secure email mechanism approved by LDH that is password protected and encrypted for both sending and receiving any protected health or otherwise sensitive information.

### 3.10. Information Systems Availability

The contractor shall:

- 3.10.1.** Not be responsible for the availability and performance of systems and IT infrastructure technologies outside of the contractor's span of control;
- 3.10.2.** Ensure that at a minimum all System functions and information are available to the applicable system users between the hours of 7a.m. and 7p.m., Central Time, Monday through Friday;
- 3.10.3.** Ensure that the systems and processes within its span of control associated with its data exchanges with LDH, FI, data management contractor, designated OAAS party, having direct access to the system are available and operational;
- 3.10.4.** Ensure that in the event of a declared major failure or disaster, barring situations in which the contractor call center is inoperable, the contractor shall continue to provide adequate staff to continue to conduct and facilitate LOCET processes with nursing facility and hospital staff.
- 3.10.5.** Notify designated LDH staff via phone, fax and/or electronic mail within sixty (60) minutes upon discovery of a problem within or outside the contractor's span of control that may jeopardize or is jeopardizing availability and performance of critical systems functions and the availability of critical information as defined in this Section, including any problems impacting scheduled exchanges of data between the contractor and LDH and other entities. In its notification, the contractor shall explain in detail the impact to critical path processes such as LOCET processes with nursing facility and hospital staff;
- 3.10.6.** Notify designated LDH staff via phone, fax, and/or electronic mail within fifteen (15) minutes upon discovery of a problem that results in problems in on-line access to critical systems functions and information during a business day, in order for the applicable work activities to be rescheduled or handled based on System unavailability protocol;
- 3.10.7.** Provide information on System unavailability events, as well as status updates on problem resolution, to appropriate LDH staff. At a minimum these updates shall be provided on an hourly basis and made available via phone and/or electronic mail;
- 3.10.8.** Resolve and implement system restoration within sixty (60) minutes of official declaration of unscheduled System unavailability of critical functions caused by the failure of system and telecommunications technologies within the contractor's span of control. Unscheduled System unavailability to all other System functions caused by system and telecommunications technologies within the contractor's span of control shall be resolved, and the restoration of services implemented, within eight (8) hours of the official declaration of System unavailability;
- 3.10.9.** Cumulative Systems unavailability caused by systems and/or IS infrastructure technologies within the contractor's span of control shall not exceed twelve (12) hours during any continuous twenty (20) business day period; and
- 3.10.10.** Within five (5) business days of the occurrence of a problem with system availability, the contractor shall provide LDH with full written documentation that includes a corrective action plan describing how the contractor will prevent the problem from reoccurring.

### **3.11. Contingency Plan**

- 3.11.1.** The contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during unexpected failures or disasters, (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters.
- 3.11.2.** Contingency plans shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operation environment.
- 3.11.3.** The contractor shall have a Contingency Plan that must be submitted to LDH for approval no later than thirty (30) days prior to the Go-Live Date and annually by April 30th of each contract year. If the plan is unchanged from the previous year and was previously approved by LDH, the contractor shall submit a certification to LDH that the prior year's plan is still in place.
- 3.11.4.** At a minimum, the Contingency Plan shall address the following scenarios:
  - 3.11.4.1.** The central computer installation and resident software are destroyed or damaged;



- 3.11.4.2. The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transaction that are active in a live system at the time of the outage;
- 3.11.4.3. System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system;
- 3.11.4.4. System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the system, such as it causes unscheduled system unavailability; and
- 3.11.4.5. The Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.

3.11.5. The contractor shall annually test, by April 30th of each contract year, its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore systems functions.

3.11.6. In the event the contractor fails to demonstrate through these tests that it can restore systems functions, the contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test. The corrective action plan shall include the successful execution of the tests to restore systems function.

### 3.12. Off Site Storage and Remote Back-up

3.12.1. The contractor shall provide for secure off-site storage and a remote back-up of operational data, operating instructions, procedures, reference files, system documentation, and operational files.

3.12.2. The data back-up policy and procedures shall include, but not be limited to:

- 3.12.2.1. Descriptions of the controls for back-up processing, including how frequently back-ups occur;
- 3.12.2.2. Documented back-up procedures;
- 3.12.2.3. The location of data that has been backed up (off-site and on-site, as applicable);
- 3.12.2.4. Identification and description of what is being backed up as part of the back-up plan; and
- 3.12.2.5. Any change in back-up procedures in relation to the contractor's technology changes.

3.12.3. LDH shall be provided with a list of all back-up files to be stored at remote locations and the frequency with which these files are updated.

### 3.13. Records Retention

3.13.1. The contractor shall have online retrieval and access to documents and files for six (6) years in live systems for audit and reporting purposes, ten (10) years in archival systems. If an audit or administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are unresolved, information shall be kept in electronic form until all tasks or proceedings are completed.

3.13.2. The historical data submission shall be retained for a period not less than six (6) years, following generally accepted retention guidelines.

3.13.3. Audit trails shall be maintained online for no less than six (6) years; additional history shall be retained for no less than ten (10) years and shall be provided within forty-eight (48) hour turnaround or better on request for access to information in machine readable form, that is between six (6) to ten (10) years old.

### 3.14. Information Security and Access Management

The contractor's system shall:

3.14.1. Employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:

- 3.14.1.1. Establish unique access identification per contractor employee and/or contractor;
- 3.14.1.2. Restrict access to information on a “least privilege” basis, such as users permitted inquiry privileges only, will not be permitted to modify information;
- 3.14.1.3. Restrict access to specific system functions and information based on an individual user profile, including inquiry only capabilities; global access to all functions shall be restricted to specified staff jointly agreed to by LDH and the contractor; and
- 3.14.1.4. Make system information available to the contract monitor and other duly authorized representatives of LDH and other state and federal agencies to evaluate, through inspections or other means, the quality, appropriateness and timeliness of services performed.
- 3.14.1.5. Contain controls to maintain information integrity. These controls shall be in place at all appropriate points of processing. The controls shall be tested in periodic and spot audits following a methodology to be developed by the contractor and LDH.
- 3.14.1.6. Ensure that audit trails be incorporated into all systems to allow information on source data files and documents to be traced through the processing stages to the point where the information is finally recorded. The audit trails shall:
  - 3.14.1.6.1. Contain a unique username or log-on ID, IP address or terminal ID, the date, and time of any create/modify/delete action and, if applicable, the ID of the system job that effected the action;
  - 3.14.1.6.2. Have the date and identification “stamp” displayed on any on-line inquiry;
  - 3.14.1.6.3. Have the ability to trace data from the final place of recording back to its source data file and/or document;
  - 3.14.1.6.4. Be supported by listings, transaction reports, update reports, transaction logs, or error logs; and
  - 3.14.1.6.5. Facilitate auditing of individual records as well as batch audits.
  - 3.14.1.6.6. Have inherent functionality that prevents the alteration of finalized records;
- 3.14.2. Provide for the physical safeguarding of its data processing facilities and the systems and information housed therein. The contractor shall provide LDH with access to data facilities upon request. The physical security provisions shall be in effect for the life of the Contract;
- 3.14.3. Restrict perimeter access to equipment sites, processing areas, and storage areas through a card key or other comparable system, as well as provide accountability control to record access attempts, including attempts of unauthorized access;
- 3.14.4. Include physical security features designed to safeguard processing, server, and storage sites through required provision of fire retardant capabilities, as well as smoke and electrical alarms, monitored by security personnel according to industry best practices;
- 3.14.5. Put in place procedures, measures, and technical and physical security to prohibit unauthorized access to the regions of the data communications network inside of a contractor’s span of control. This includes, but is not limited to, any provider or participant service applications that are directly accessible over the Internet. Such applications shall be appropriately isolated to ensure appropriate access;
- 3.14.6. Ensure that remote access users of its systems can only access said systems through two-factor user authentication and via methods such as Virtual Private Network (VPN), and
- 3.14.7. Comply with recognized industry standards governing security of state and federal automated data and information processing systems. As a minimum, the contractor shall conduct a security risk assessment as part of the systems Readiness Review and communicate the results in an information security plan provided no later than fifteen (15) calendar days after the Contract award. The risk assessment shall also be made available to appropriate federal agencies.

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## 4.0 GENERAL REQUIREMENTS

### 4.1. General Requirements

- 4.1.1.** As required in 42 CFR §455.104(a), the LTSS access contractor shall provide LDH with full and complete information on the identity of each person or corporation with an ownership interest of five percent or greater (5 %+ ) in the corporation, or any subcontractor in which the LTSS access contractor has five percent or greater (5 %+ ) ownership interest. This information shall be provided to LDH on the approved Disclosure Form submitted to LDH with the proposal, annually thereafter, and whenever changes in ownership occur.
- 4.1.2.** The LTSS access contractor shall be responsible for the administration and management of its requirements and responsibilities under the contract with LDH and any and all LDH issued policy manuals and guides. This is also applicable to all subcontractors, employees, agents and anyone acting for or on behalf of the LTSS access contractor.
- 4.1.3.** The LTSS access contractor's administrative office shall maintain, at a minimum, business hours of 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday, excluding recognized Louisiana state holidays and be operational on all LDH regularly scheduled business days. A listing of state holidays may be found at:  
<http://www.doa.louisiana.gov/osp/aboutus/holidays.htm>
- 4.1.4.** The LTSS access contractor shall maintain appropriate personnel to respond to administrative inquiries from LDH on business days. The contractor must respond to calls within one (1) business day.
- 4.1.5.** The LTSS access contractor shall comply with all current state and federal statutes, regulations, and administrative procedures that are or become effective during the term of this Contract. LDH is not precluded from implementing any changes in state or federal statutes, rules or administrative procedures that become effective during the term of this Contract.

### 4.2. Insurance Requirements

#### 4.2.1. General Insurance Information

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

#### 4.2.2. Workers' Compensation Insurance

- 4.2.2.1.** 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 that provide services under the Contract.
- 4.2.2.2.** In case any work is sublet, the contractor shall require that any subcontractor and/or contract providers obtain all similar insurance prior to commencing work.
- 4.2.2.3.** The contractor shall furnish proof of adequate coverage of insurance by a certificate of insurance submitted to LDH during the Readiness Review and annually thereafter or upon change in coverage and/or carrier.
- 4.2.2.4.** 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.
- 4.2.2.5.** Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement may be waived for Worker's Compensation coverage only.

**4.2.3. Commercial Liability Insurance**

- 4.2.3.1.** The contractor shall maintain, during the life of the Contract, Commercial General Liability Insurance which shall protect the contractor, LDH, 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 LDH.
- 4.2.3.2.** Such insurance shall name LDH as additional insured for claims arising from or as the result of the operations of the contractor or its subcontractors.
- 4.2.3.3.** In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of one million dollars (\$1,000,000).

**4.2.4. Licensed and Non-Licensed Motor Vehicles**

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

**4.2.5. Subcontractor's Insurance**

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

**4.2.6. 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.

**4.3. Requirements Regarding Major Subcontractors**

- 4.3.1.** The contractor shall submit all major subcontracts (as defined in the Glossary) for the provision of any services under this RFP to LDH for prior review and approval.
- 4.3.2.** No subcontract shall relieve the contractor of the responsibility for the performance of contractual obligations described herein.
- 4.3.3.** All subcontracts executed by the contractor pursuant to this Section shall, at a minimum, include the terms and conditions listed in Section 12 of this RFP. No other terms or conditions agreed to by the contractor and its subcontractor shall negate or supersede the requirements in Section 12.

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## 5.0 CONTRACT MONITORING AND COMPLIANCE

### 5.1. Monitoring Oversight

LDH-OAAS will be responsible for the primary oversight of the Contract. As appropriate, LDH-OAAS will provide clarification of contractor requirements and LDH-BHSF shall be the ultimate authority and interpreter of Medicaid policy and regulations.

### 5.2. Contract Personnel

#### 5.2.1. Liaisons

The contractor shall designate an employee of its administrative staff to act as the primary liaison between the contractor and LDH for the duration of the Contract. LDH-OAAS will be contractor's principal point of contact and shall receive all inquiries and requests for interpretation regarding the Contract and all required reports unless otherwise specified in the Contract. The contractor shall also designate a member of its senior management who shall act as a liaison between the contractor's senior management and LDH when such communication is required. If different representatives are designated after approval of the Contract, notice of the new representative shall be provided in writing within seven (7) calendar days of the designation.

#### 5.2.2. Contract Monitor

All work performed by the contractor will be monitored by:

Gina Rossi, LCSW, MHSA  
Louisiana Department of Health  
Office of Aging and Adult Services  
628 North 4th St.  
Baton Rouge, LA 70821  
E-mail: [Gina.Rossi@la.gov](mailto:Gina.Rossi@la.gov)

### 5.3. Notices

**5.3.1.** Any notice given to a party under the Contract is deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile or email if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Gina Rossi, LCSW, MHSA  
Louisiana Department of Health  
Office of Aging and Adult Services  
628 North 4th St.  
Baton Rouge, LA 70821  
E-mail: [Gina.Rossi@la.gov](mailto:Gina.Rossi@la.gov)

**5.3.2.** Either party may change its address for notification purposes by providing written notice stating the change, effective date of change and setting forth the new address at least ten (10) days prior to the effective date of the change of address. If different representatives are designated after execution of the Contract, notice of the new representative will be given in writing to the other party within seven (7) calendar days of the designation and attached to originals of the Contract.

### 5.4. Notification of Contractor Policies and Procedures

LDH will provide the contractor with updates to appendices, information and interpretation of all pertinent federal and state Medicaid regulations, contractor policies, procedures and guidelines affecting the provision of services under this Contract. The contractor will submit written requests to LDH for additional clarification, interpretation or other information. Provision of such information does not relieve the contractor of its obligation to keep informed of applicable federal and state laws related to its obligations under this Contract.

#### 5.4.1. Ongoing Contract Monitoring

LDH will monitor the contractor's performance to assure the contractor is in compliance with the Contract provisions. However, this does not relieve the contractor of its responsibility to continuously monitor its own performance in compliance with the Contract provisions.

**5.4.2.** LDH or its designee will monitor the operation of the contractor for compliance with the provisions of this Contract, and applicable federal and state laws and regulations. Inspection may include the contractor's facilities, as well as auditing and/or review of all records developed under this Contract including, but not limited to, periodic file audits, grievances, utilization and financial records, review of the management systems and procedures developed under this Contract and any other areas or materials relevant or pertaining to this Contract.

**5.4.3.** The contractor shall provide access to documentation, medical records, premises, and staff as deemed necessary by LDH.

**5.4.4.** The contractor shall have the right to review and comment on any of the findings and recommendations resulting from Contract monitoring and audits, except in the cases of fraud investigations or criminal action. However, once LDH finalizes the results of monitoring and/or audit report, the contractor must comply with all recommendations resulting from the review. Failure to comply with recommendations for improvement may result in monetary penalties and sanctions.

## **5.5. Contract Non-Compliance**

When LDH identifies that the contractor is not compliant with the terms of the contract, LDH may pursue administrative actions, corrective action plans, liquidated damages, and/or termination of the contract.

## **5.6. Administrative Actions**

Administrative actions exclude corrective action plans, liquidated damages and termination and include, but are not limited to:

- 5.6.1.** A warning through written notice or consultation;
- 5.6.2.** Education requirements regarding program policies and procedures;
- 5.6.3.** Review of contractor business processes;
- 5.6.4.** Referral for review by appropriate professional organizations; and/or
- 5.6.5.** Referral to the Office of the Attorney General for fraud investigation.

## **5.7. Corrective Action Plans**

LDH may require the contractor to develop a Corrective Action Plan (CAP) that includes the steps to be taken by the contractor to obtain compliance with the terms of the contract.

- 5.7.1.** LDH shall approve and monitor implementation of the CAP through available reporting resources, on-site evaluations, or requested status reports.
- 5.7.2.** The CAP must include a timeframe for anticipated compliance and a date certain for the correction of the occurrence.
- 5.7.3.** LDH may impose monetary penalties if the terms of the CAP are not met. Monetary penalties will continue until satisfactory correction of the occurrence has been made as determined by LDH.
- 5.7.4.** LDH shall utilize the following guidelines to determine whether a report is correct and complete:
  - 5.7.4.1.** The report must contain 100% of the contractor's data; and
  - 5.7.4.2.** 99% of the required items for the report must be completed; and
  - 5.7.4.3.** 99.5% of the data for the report must be accurate as determined by edit specifications/review guidelines set forth by LDH.
- 5.7.5.** OAAS may request a corrective action plan when performance for any of these indicators falls below 95%.

## **5.8. Retainage**

**5.8.1.** The Department shall secure a retainage of 10% from all billings under the contract as surety for performance.

**5.8.2.** On successful completion of contract deliverables, the retainage amount, minus the amount of any liquidated damages assessed by the Department against the contractor, may be released on an annual basis.

**5.8.3.** Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor, minus the amount of any liquidated damages assessed by the Department against the contractor.

## **5.9. Liquidated Damages**

**5.9.1.** LDH expects that the Contractor must perform its responsibilities and tasks as specified in the Contract and will address the majority of the project "risks" related to Contractor performance through the assessment of liquidated damages.

**5.9.2.** LDH has established liquidated damages to provide a means for LDH to obtain the services and level of performance required for successful operation of this Contract.

## **5.10. General Provisions for Liquidated Damages**

**5.10.1.** LDH's failure to assess liquidated damages in one (1) or more of the particular instances described herein will in no event waive the right for LDH to assess additional liquidated damages.

**5.10.2.** LDH reserves the right to pursue recovery of actual losses resulting from the failure of the Contractor to perform, in addition to the specific liquidated damages noted.

**5.10.3.** Liquidated damages will start to accrue immediately upon the Contractor's deficiency.

**5.10.4.** Liquidated damages shall stop accumulating upon written acceptance by LDH of Contractor's corrective action.

**5.10.5.** LDH must notify the contractor in writing for any default specified herein, and such liquidated damages will be paid by the Contractor within 30 calendar days of LDH's written notice.

**5.10.6.** LDH will have the right to deduct the amount of any liquidated damages assessed by LDH against the contractor from amounts otherwise payable to the Contractor under the contract including the release of retainage amounts.

**5.10.7.** LDH will provide written notice ten (10) days prior to the assessment of any liquidated damages. This notice will allow the opportunity for a written response to LDH within the ten (10) day period regarding any considerations that may be applicable to the liquidated damages being considered.

**5.10.8.** If a deficiency is corrected during the "cure period," then liquidated damages will not be assessed, which is intended to allow correction of the accuracy and/ or timelines deficiency without penalty. However, if a deficiency is not corrected during the specified "cure period," then all liquidated damages from the start of the deficiency, including the "cure period," may be assessed. The Contractor must be held accountable for providing all services and meetings all requirements defined by this contract.

## **5.11. Imposing Liquidated Damages**

**5.11.1.** The decision to impose liquidated damages may include consideration of some or all of the following factors:

**5.11.2.** The duration of the violation;

**5.11.3.** Whether the violation (or one (1) that is substantially similar) has previously occurred;

**5.11.4.** The Contractor's history of compliance;

**5.11.5.** The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;

**5.11.6.** The "good faith" exercised by the Contractor in attempting to stay in compliance.

## **5.12. Amounts for Liquidated Damages**

**5.12.1.** In the event the Contractor fails to meet the requirements during the contract, LDH may assess liquidated damages against the Contractor in the amounts specified. 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.

- 5.12.1.1. Late submission of any required report - \$50.00 per working day, per report.
  - 5.12.1.2. Failure to fill vacant contractually required key staff positions within 90 days - \$500.00 per working day from 91st day of vacancy until filled with an employee approved by the Department.
    - 5.12.1.2.1. Key staff positions are defined as the Executive Account Manager, Deputy Account Manager and the Quality Assurance Manager.
  - 5.12.1.3. The contractor will be assessed \$100.00 per client for failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit.
  - 5.12.1.4. The contractor will be assessed \$50.00 per day for late submission of invoices beginning ten (10) business days after the stated due date.
  - 5.12.1.5. The contractor will be assessed at \$50.00 per day for each day a LOCET remains uncompleted beyond the 2nd business day following initial contact.
  - 5.12.1.6. After LOCET completion, the contractor will be assessed \$50.00 per day for each day beyond the 3rd business day that a decision letter is not mailed out.
  - 5.12.1.7. The contractor will be assessed for late LOCETS for hospital / APS / EPS clients when the standard of 90 % is not met. Contractor will be assessed \$100.00 per day for each day a LOCET is not completed beyond the 2nd business day.
  - 5.12.1.8. For initial face-to-face MDS-HC assessments, LDH will pay 100% of the per assessment amount if the assessment is completed within two (2) working days from initial contact (or from completion of LOCET) for clients in hospitals, or OAAS-referred Protective Services clients. If the contractor does not meet a standard of 90 % compliance, contractor will be assessed \$100.00 per day for each day a client is not assessed beyond the 2nd business day.
  - 5.12.1.9. For MDS-HC assessments completed from three (3) to fourteen working days from initial contact (or from completion of LOCET) LDH will withhold 25% of the per assessment cost.
  - 5.12.1.10. The contractor will be assessed \$100.00 per day for each day a client is not assessed (MDS-HC) beyond the 14th business day from initial contact (or from completion of LOCET).
  - 5.12.1.11. The contractor will be assessed \$500.00 for each instance of not having a representative present for a scheduled LOCET or MDS-HC appeal hearing.
  - 5.12.1.12. The contractor will be assessed \$100.00 per day for each day a client is not contacted beyond the 60<sup>th</sup> day from their previous contact.
- 5.12.2. LDH may assess a liquidated damage of up to \$500.00 per calendar day for each instance of Contractor breach of non-performance of a duty that is not explicitly identified in each outcome's performance measures.
- 5.12.3. The Contractor must report all instances of non-performance to LDH as soon as the non-performance issue is detected by submitting an initial incident summary report.
- 5.12.3.1. The initial incident summary report must be submitted in writing and via email (including text message, pager, and any other relevant form of communication as determined by LDH) to LDH within 24 hours of the incident.
  - 5.12.3.2. A detailed incident report must be submitted in writing and via email to LDH within seven (7) calendar days of the incident.

### 5.13. Termination of Contract

- 5.13.1. Nothing in this Section shall limit LDH's right to terminate the Contract or to pursue any other legal or equitable remedies.

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## **6.0 TURNOVER REQUIREMENTS**

### **6.1. Turnover**

Turnover is defined as those activities that the contractor is required to perform upon termination of the Contract in situations in which the contractor must transition contract operations to LDH or a third party. The turnover requirements in this Section are applicable upon any termination of the Contract 1) initiated by the contractor, 2) initiated by LDH, or 3) at the expiration of the Contract period and any extensions.

### **6.2. General Turnover Requirements**

In the event the Contract is terminated for any reason, the contractor shall:

- 6.2.1.** Comply with all terms and conditions stipulated in the Contract, including continuation of services under the Contract, until the termination effective date; and
- 6.2.2.** Promptly supply all information necessary for the reimbursement of any outstanding invoices; and
- 6.2.3.** Comply with direction provided by LDH to assist in the orderly transition of equipment, services, software, leases, etc. to LDH or a third party designated by LDH.

### **6.3. Turnover Plan**

- 6.3.1.** In the event of written notification of termination of the Contract by either party, the contractor shall submit a Turnover Plan within thirty (30) calendar days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the contractor and LDH. The Plan shall address the turnover of records and must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Turnover Plan must be prior approved by LDH.
- 6.3.2.** If the Contract is not terminated by written notification as provided in Section 6.3.1 above, the contractor shall propose a Turnover Plan six (6) months prior to the end of the Contract period, including any extensions to such period. The Plan shall address the possible turnover of the records and information maintained to either LDH or a third party designated by LDH. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Turnover Plan must be prior approved by LDH.
- 6.3.3.** As part of the Turnover Plan, the contractor must provide LDH with copies of all relevant documentation, or other pertinent information necessary, as determined by LDH, for LDH or a subsequent contractor to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The Plan will describe the contractor's approach and schedule for transfer of all data and operational support information, as applicable. The information must be supplied in media and format specified by LDH and according to the schedule approved by LDH.

### **6.4. Transfer of Data**

- 6.4.1.** The contractor shall transfer all data including but not limited to documentation regarding the provision of participant services to LDH or a third party, at the sole discretion of LDH and as directed by LDH. All transferred data must be compliant with HIPAA.
- 6.4.2.** All relevant data must be received and verified by LDH or the subsequent contractor. If LDH determines that not all of the data regarding the provision of participant services was transferred to LDH or the subsequent contractor, as required, or the data is not HIPAA compliant, LDH reserves the right to hire an independent contractor to assist LDH in obtaining and transferring all the required data and to ensure that all the data are HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the contractor.

### **6.5. Post-Turnover Services**

- 6.5.1.** Thirty (30) days following turnover of operations as provided for in the Turnover Plan, the contractor must provide LDH with a Turnover Results report documenting the completion and results of each step of the Turnover Plan. Turnover will not be considered complete until this document is approved by LDH.
- 6.5.2.** If the contractor does not provide the required relevant data and documentation, or other pertinent information necessary for LDH or the subsequent contractor to assume the operational activities successfully, the contractor agrees to reimburse LDH for all reasonable costs, including, but not limited to, transportation, lodging, and subsistence for all state agents to carry out their

inspection, audit, review, analysis, reproduction and transfer functions at the location(s) of such records.

**6.5.3.** The contractor also must pay any and all additional costs incurred by LDH that are the result of the contractor's failure to provide the requested records, data or documentation within the time frames agreed to in the Turnover Plan.

**6.5.4.** The contractor must maintain all files and records related to participants for six (6) years after the end date of the contract or until the resolution of all litigation, claims, financial management review or audit pertaining to the Contract, whichever is longer. The contractor agrees to repay any valid, undisputed audit exceptions taken by LDH in any audit of the Contract.

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## 7.0 TERMS AND CONDITIONS

### 7.1. General Requirements

- 7.1.1.** The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful contractor, LDH may also exercise an option to extend 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 36 month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized 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 contract terms beyond the initial three (3) year term.
- 7.1.2.** In the event that LDH deems that an extension of services beyond the contract termination date via amendment or emergency contract is required for any reason, the contractor shall submit to the emergency extension at the same rates, terms and conditions of the initial contract term. Such extension shall not exceed nine (9) months.
- 7.1.3.** No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the director of the Office of State Procurement. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.
- 7.1.4.** The contractor agrees to comply with all state and federal laws, regulations, and policies as they exist or as amended that are or may be applicable to this Contract, not specifically mentioned in this Section. Any provision of this Contract which is in conflict with federal statutes, regulations, or CMS policy guidance is hereby amended to conform to the provisions of those laws, regulations, and federal policy. Such amendment of the contract will be effective on the effective date of the statutes, regulations, or policy statement necessitating it, and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The contractor may request LDH to make policy determinations required for proper performance of the services under this Contract.

### 7.2. Amendments

- 7.2.1.** The Contract may be amended at any time as provided in this paragraph. The Contract may be amended whenever appropriate to comply with state and federal requirements or state budget reductions. No modification or change of any provision of the Contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the contractor and LDH, and incorporated as a written amendment to the Contract. Any amendment to the Contract shall require approval by LDH and the Division of Administration, Office of State Procurement prior to the amendment implementation.
- 7.2.2.** LDH reserves the right to provide written clarification for non-material changes of contract requirements whenever deemed necessary, at any point in the contract period, to ensure the smooth operations of OAAS LTSS programs. Such clarifications shall be implemented by the contractor and will not require an amendment to the Contract.

### 7.3. Applicable Laws and Regulations

The contractor agrees to comply with all applicable federal and state laws and regulations including Constitutional provisions regarding due process and equal protection under the laws and including but not limited to:

- 7.3.1.** Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter C (Medical Assistance Programs);
- 7.3.2.** Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d) and regulations issued pursuant thereto, 45 CFR Part 80; In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) and its implementing regulation at 45 CFR Part 80, the contractor must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the services provided under this Contract;
- 7.3.3.** Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e) in regard to employees or applicants for employment;
- 7.3.4.** Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto, 45 CFR Part 84;

- 7.3.5.** The Age Discrimination Act of 1975, 42 U.S.C. §6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance;
- 7.3.6.** The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance;
- 7.3.7.** The Balanced Budget Act of 1997, P.L. 105-33 and the Balanced Budget Refinement Act of 1999, as amended, H.R. 3426;
- 7.3.8.** The Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and regulations issued pursuant thereto;
- 7.3.9.** Sections 1128 and 1156 of the Social Security Act, relating to exclusion of the contractor for fraudulent or abusive activities involving the Medicare and/or Medicaid Program;
- 7.3.10.** The Federal Drug Free Workplace Act of 1988 as implemented in 34 CFR Part 82;
- 7.3.11.** Title IX of the Education Amendments of 1972 regarding education programs and activities;
- 7.3.12.** Byrd Anti-Lobbying Amendment contractors who apply or bid shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the recipient (45 CFR Part 93); and
- 7.3.13.** Equal Employment Opportunity Act and its implementing regulations (45 CFR Part 74, Appendix A (1); Executive Orders 11246 and 11375).

#### **7.4. Board Resolution/Signature Authority**

The contractor, if a corporation, shall secure and attach to the Contract a formal Board Resolution indicating the signatory to the Contract is a corporate representative and authorized to sign said Contract.

#### **7.5. Confidentiality of Information**

- 7.5.1.** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH in writing to the contractor. If the methods or procedures employed by the contractor for the protection of its data and information are deemed by LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

#### **7.6. Conflict of Interest**

The contractor may not contract with Louisiana Medicaid unless such safeguards at least equal to federal safeguards (41 USC §423) are in place per state Medicaid Director letter dated December 30, 1997 and §1932(d)(3) of the Social Security Act addressing 1932 State Plan Amendment and the default enrollment process under the State Plan Amendment option.

#### **7.7. Contract Language Interpretation**

Subject to Section 12.21 of the RFP, the contractor and LDH agree that in the event of a disagreement regarding, arising out of, or related to, Contract language interpretation, LDH's interpretation of the Contract language in dispute shall control and govern.

## **7.8. Corporation Requirements**

If the contractor is a corporation, the following requirement must be met prior to execution of the Contract:

- 7.8.1.** If a for profit corporation whose stock is not publicly traded, the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
- 7.8.2.** If the contractor is a corporation not incorporated under the laws of the state of Louisiana, the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- 7.8.3.** The contractor must provide written assurance to LDH from the 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.

## **7.9. Effect of Termination on Contractor's HIPAA Privacy Requirements**

- 7.9.1.** Upon termination of this Contract for any reason, the contractor shall return or destroy all Protected Health Information received from LDH, or created or received by the contractor on behalf of LDH. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor. The contractor shall not retain any copies of the Protected Health Information.
- 7.9.2.** In the event that the contractor determines that returning or destroying the Protected Health Information is not feasible, the contractor shall provide to LDH notification of the conditions that make return or destruction not feasible. Upon a mutual determination that return or destruction of Protected Health Information is not feasible, the contractor shall extend the protections of the Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as the contractor maintains such Protected Health Information.

## **7.10. Emergency Management Plan**

- 7.10.1.** Before beginning operations and annually by April 30 of each contract year, the contractor shall submit to LDH for approval an emergency management plan. The emergency management plan shall specify actions the contractor shall conduct to ensure the ongoing provision of services in a disaster or manmade emergency including, but not limited to, epidemic, localized acts of nature, accidents, and technological and/or attack-related emergencies. Revisions to the LDH approved emergency plan shall be submitted to LDH for approval no less than 30 days prior to implementation of requested changes. If the approved emergency management plan is unchanged from the previous year's plan, the contractor shall submit a certification to LDH that the prior year's plan is still in place.

## **7.11. Employment of Personnel**

- 7.11.1.** In all hiring or employment made possible by or resulting from this Contract, the contractor agrees that:
  - 7.11.1.1.** There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, national origin or sexual orientation; and
  - 7.11.1.2.** Affirmative action shall be taken to ensure that applicants are employed and that employees are treated during employment in accordance with all applicable state and federal laws regarding employment of personnel.
- 7.11.2.** This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this Section. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to handicap, age, race, color, religion, sex, or national origin. All inquiries made to the contractor concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, or national origin. All responses to inquiries made to the

contractor concerning employment made possible as a result of this Contract shall conform to federal, state, and local regulations.

#### **7.12. Entire Contract**

**7.12.1.** This Contract, together with the RFP and addenda issued thereto by LDH, the proposal submitted by the proposer in response to LDH's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

**7.12.2.** The contractor shall comply with all provisions of the Contract and shall act in good faith in the performance of the provisions of said Contract. The contractor shall be bound by all applicable Department issued guides. The contractor agrees that failure to comply with the provisions of the Contract may result in the assessment of monetary penalties, sanctions and/or termination of the Contract in whole or in part, as set forth in the Contract. The contractor shall comply with all applicable LDH policies and procedures in effect throughout the duration of the Contract period. The contractor shall comply with all applicable LDH provider manuals, rules and regulations and guides.

**7.12.3.** LDH, at its discretion, will issue correspondence to inform the contractor of changes in Medicaid policies and procedures which may affect the Contract. Unless otherwise specified in the Medicaid correspondence the contractor will be given sixty (60) calendar days to implement such changes.

#### **7.13. Force Majeure**

The contractor and LDH may be excused from performance under this Contract for any period they may be prevented from performance by an Act of God; strike, war, civil disturbance or court order. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

#### **7.14. Fraudulent Activity**

**7.14.1.** The contractor shall report to LDH any cases of suspected Medicaid fraud or abuse by its employees, subcontractors or by any service providers or participants. The contractor shall report such suspected fraud or abuse in writing, in a format approved by the Department, as soon as practical after discovering suspected incidents, but no more than three (3) business days.

**7.14.2.** The contractor shall adhere to the policy and process contained in this RFP for referral of cases and coordination with LDH for fraud and abuse complaints regarding participants and service providers.

#### **7.15. Governing Law and Place of Suit**

This 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 this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

#### **7.16. HIPAA Privacy and Security Compliance and HIPAA Business Associate Requirements**

The contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act) and the rules and regulations promulgated there under (45 CFR Parts 160, 162, and 164). The contractor shall ensure compliance with all HIPAA requirements across all systems and services related to this Contract, including privacy and security standards, by the effective date of those rules and regulations. Individually identifiable health information is to be protected in accordance with the rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as agreed upon in the "**HIPAA Business Associate Addendum,**"

#### **7.17. Indemnification and Limitation of Liability**

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

**7.17.2.** If applicable, the contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the contractor:

- 7.17.2.1.** Prompt written notice of any action, claim or threat of infringement suit, or other suit,
- 7.17.2.2.** The opportunity to take over, settle or defend such action, claim or suit at the contractor's sole expense, and
- 7.17.2.3.** Assistance in the defense of any such action at the expense of contractor.

Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

**7.17.3.** The contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:

- 7.17.3.1.** Authorized User's unauthorized modification or alteration of a Product, Material or Service;
- 7.17.3.2.** Authorized User's use of the Product in combination with other products not furnished by contractor;
- 7.17.3.3.** Authorized User's use in other than the specified operating conditions and environment.

**7.17.4.** In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if contractor believes that it may be enjoined, contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence:

- 7.17.4.1.** To procure for the State the right to continue using such item(s) or part (s) thereof, as applicable;
- 7.17.4.2.** To modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or
- 7.17.4.3.** To replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or
- 7.17.4.4.** If none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

**7.17.5.** For all other claims against the contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, contractor's liability for direct damages, shall be the greater of \$100,000.00, the dollar amount of the Contract, or two (2) times the charges rendered by the contractor under the Contract.

**7.17.6.** Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages.

**7.17.7.** Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

## **7.18. Independent Provider**

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this Contract shall act in an independent capacity and not as officers, agents, express or implied, or employees of LDH or the state of Louisiana. It is further expressly agreed that this Contract shall not be construed as a



partnership or joint venture between the contractor or any subcontractor and LDH and the state of Louisiana.

#### **7.19. Integration**

This Contract and its component parts shall be construed to be the complete integration of all understandings between the parties hereto. The contractor also agrees to be bound by the Contract and any rules or regulations that may be promulgated. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved by the parties.

#### **7.20. Interpretation Dispute Resolution Procedure**

**7.20.1.** The contractor may request in writing an interpretation of the issues relating to the Contract from the Contract Monitor. In the event the contractor disputes the interpretation by the Contract Monitor, the contractor shall submit a written reconsideration request to the Assistant Secretary of OAAS.

**7.20.2.** The contractor shall submit, within twenty-one (21) days of said interpretation, a written request disputing the interpretation directly to the Assistant Secretary of OAAS. The ability to dispute an interpretation does not apply to language in the Contract that is based on federal or state statute, regulation or case law.

**7.20.3.** The Assistant Secretary of OAAS shall reduce the decision to writing and provide a copy to the contractor. The written decision of the OAAS Assistant Secretary shall be final decision of LDH.

**7.20.4.** Pending final determination of any dispute over a LDH decision, the contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of LDH.

#### **7.21. Contract 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.

#### **7.22. Loss of Federal Financial Participation (FFP)**

**7.22.1.** The contractor hereby agrees to be liable for any loss of FFP suffered by LDH due to the contractor's, or its subcontractors', failure to perform the services as required under this Contract.

**7.22.2.** The Contract establishes that FFP is not available for any amounts paid to a contractor that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

**7.22.2.1.** The contractor is controlled by a sanctioned individual.

**7.22.2.2.** The contractor has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment or policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in Section 1128(b) (8) (B) of the Social Security Act.

**7.22.2.3.** The contractor employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one (1) of the following:

**7.22.2.3.1.** Any individual or entity excluded from participation in federal health care programs.

**7.22.2.3.2.** Any entity that would provide those services through an excluded individual or entity.

#### **7.23. Offer of Gratuities**

By signing this Contract, the contractor signifies that no member of, or a delegate of, Congress, nor any elected or appointed official or employee of the state of Louisiana, the Government Accountability Office, LDHS, CMS, or any other federal agency has or shall benefit financially or materially from this Contract. This Contract may be terminated by LDH

if it is determined that gratuities of any kind were offered to, or received by, any officials or employees from the state, its agents, or employees.

#### **7.24. Order of Precedence**

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

#### **7.25. Terms of Payment**

**7.25.1.** The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms.

**7.25.2.** Payment of invoices shall be subject to approval of the Contract Monitor or designee. Continuation of payment shall be dependent upon available funding.

**7.25.3.** Payments will be made to the contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice.

**7.25.4.** Payment amounts will reflect any liquidated damages that may be imposed as noted in Section 5.12.1.

**7.25.5.** LDH will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract.

**7.25.6.** 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.

**7.25.6.1.** The state shall not be billed for any provisional plans of care. Payment will be made only for final plans of care.

**7.25.6.2.** In situations where during the course of a quarterly monitoring visit for LTPCS participants it is indicated that an assessment is required due to a change in status, the contractor shall not invoice the state for both a monitoring visit and a reassessment but will charge for either the monitoring visit or the reassessment.

**7.25.7.** During the transition to a new contractor, for the last month of the Contract, the Department shall withhold seventy-five percent (75%) of the final payment to the contractor for a maximum of ninety (90) days from the due date of such amount to ensure that the outgoing contractor fulfills its contractual obligations.

**7.25.8.** The contractor will not be paid more than the maximum amount of the contract.

#### **7.26. Political Activity**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

#### **7.27. Record Retention for Awards to Recipients**

Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of six (6) years from the date of submission of the final invoice. The only exceptions are the following:

**7.27.1.** If any litigation, claim, financial management review, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken;

**7.27.2.** When records are transferred to or maintained by LDH, the six (6) year retention requirement is not applicable to the recipient; and

**7.27.3.** Indirect cost rate proposals, cost allocations plans, etc., as specified in 45 CFR§74.53(g).

**7.28. References to Statutes, Rules, or Regulations**

All references in this RFP to any statute, rule, or regulation shall be deemed to refer to the provisions of the statute, rule, or regulation as they exist at the time of the issuance of the RFP or as they may be hereafter amended. At any given time, the contractor shall comply with the provisions that are currently in effect at that time.

**7.29. Right to Audit**

The State Legislative Auditor, agency and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

**7.30. Reporting Changes**

The contractor shall, within 24 hours of the event, notify LDH of any of the following:

- 7.30.1.** Change in business address, telephone number, facsimile number, and e-mail address;
- 7.30.2.** Change in corporate status or nature;
- 7.30.3.** Change in business location;
- 7.30.4.** Change in solvency;
- 7.30.5.** Change in corporate officers, executive employees, or corporate structure;
- 7.30.6.** Change in ownership, including but not limited to the new owner's legal name, business address, telephone number, facsimile number, and e-mail address;
- 7.30.7.** Change in incorporation status;
- 7.30.8.** Change in federal employee identification number or federal tax identification number; or
- 7.30.9.** Change in contractor's litigation history, current litigation, audits and other government investigations both in Louisiana and in other states.

**7.31. Safety Precautions**

LDH assumes no responsibility with respect to accidents, illnesses or claims arising out of any activity performed under this Contract. The contractor shall take necessary steps to ensure or protect itself, and its personnel. The contractor agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

**7.32. Severability**

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void by a judgment or order of a court of competent jurisdiction, then both LDH and contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. In addition, if the laws or regulations governing this Contract should be amended or judicially interpreted as to render the fulfillment of the Contract impossible or economically infeasible, both LDH and the contractor will be discharged from further obligations under the terms of the Contract.

**7.33. Software Reporting Requirement**

All reports submitted to LDH by the contractor must be in format accessible and modifiable by the standard Microsoft Office Suite of products, Version 2010 or later, or in a format accepted and approved by LDH.

**7.34. Termination for Convenience**

LDH may terminate this Contract for convenience and without cause upon thirty (30) calendar day's written notice to the contractor of such termination or negotiating with the contractor an effective date. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**7.35. Termination for Contractor Insolvency, Bankruptcy, Instability of Funds**

**7.35.1.** The contractor's insolvency or the filing of a petition in bankruptcy by or against the contractor shall constitute grounds for termination for cause. If LDH determines the contractor has become financially unstable, LDH will immediately terminate this Contract upon written notice to the contractor effective the close of business on the date specified.

**7.36. Termination For Cause**

**7.36.1.** The state may terminate this Contract for cause based upon the failure of contractor to comply with the terms and/or conditions of the Contract; provided that the State 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 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.

**7.36.2.** The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this 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.

**7.37. Termination for Ownership Violations**

The contractor is subject to termination, unless the contractor can demonstrate changes of ownership or control, when:

**7.37.1.1.** A person with a direct or indirect ownership interest in the contractor:

**7.37.1.1.1.** Has had civil liquidated damages or assessment imposed under §1128A of the Social Security Act; or

**7.37.1.1.2.** Has been excluded from participation in Medicare or any state health care program.

**7.37.1.1.3.** Any individual who has a direct or indirect ownership interest or any combination thereof of 5% or more, or who is an officer (if the contractor is organized as a corporation), or who is a partner (if it is organized as a partnership), or who is an agent or a managing employee, is under temporary management.

**7.37.1.1.4.** The contractor has a direct or indirect substantial contractual relationship with an excluded individual or entity. "Substantial contractual relationship" is defined as any direct or indirect business transactions that amount in a single fiscal year to more than \$25,000 or 5% of the contractor's total operating expenses, whichever is less.

**7.38. Termination or Reduction in Scope of Work For Non-Appropriation Of Funds**

The continuation of this contract and the maintenance of its original scope of work as set forth in the RFP are 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 or 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. If LDH finds that the effect of such reduction in funding is to provide monies that are sufficient for the continuation of the contract, yet insufficient to permit its continuation with the maintenance of its original scope of work as set forth in the RFP, LDH may, at its discretion and without the necessity of amending the contract, diminish the scope of work and reduce its payments to the contractor accordingly; in that event, the diminished scope of work shall be within the limits of the original scope of work and the reduced payments to the contractor shall be consistent with its original cost proposal submitted in its response to the RFP.

**7.39. Time is of the Essence**

Time is of the essence in this Contract. Any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

**7.40. Titles**

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

**7.41. Use of Data**

LDH shall have unlimited rights to use, disclose, or duplicate, for any purpose, all information and data developed, derived, documented, or furnished by the contractor resulting from this Contract.

**7.42. Waiver of Administrative Informalities**

LDH reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

**7.43. Waiver**

The waiver by LDH of any breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Contract and shall not establish a course of performance between the parties contradictory to the terms hereof.

**7.44. Warranty to Comply with State and Federal Regulations**

The contractor shall warrant that it shall comply with all state and federal laws and regulations as they exist at the time of the Contract or as subsequently amended.

**7.45. Warranty of Removal of Conflict of Interest**

The contractor shall warrant that it, its officers, and its employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform LDH promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the Contract.

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