



State of Louisiana
Louisiana Department of Health
Bureau of Health Services Financing

Request for Information #305PUR-EVV
Electronic Visit Verification (EVV) Solution

Addendum #1
Schedule of Events Change and Responses to Written Inquiries
November 26, 2025

Your reference is directed to Request for Information Number RFI # 305PUR-EVV, for the Electronic Visit Verification (EVV) Solution, which was issued on October 17, 2025.

2.2 Schedule of Events

Deadline to Respond to Written Inquiries – The deadline for LDH to respond to written inquiries shall be changed to November 26, 2025.

Deadline for Receipt of RFI – The deadline to respond to the RFI shall be changed to December 19, 2025 at 5:00 PM CT.

All **Questions & Answers** submitted by the deadline are included on the attached PDF.

**THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE
REFERENCED SOLICITATION.**

By: Stephanie Horvath

Louisiana Department of Health

Email: Stephanie.Horvath2@la.gov

Response to Written Inquiries

Request for Information (RFI): Electronic Visit Verification (EVV) Solution Louisiana Department of Health, Bureau of Health Services Financing

1. What is the current program size, number of participants served, and number of EVV transactions per month per service line? (Pg. 9 Attachment I, A.1.a Bullet 1)

Response: The following tables include the number of participants by program type and the average number of EVV transactions per month by service line during state fiscal year 2025.

Table 1. Number of Participants by Program

Program	Number of Participants (NOV 2025)
Adult Day Health Care (ADHC) Waiver	422
Children's Choice Waiver	3,693
Community Choices Waiver	8,040
Home Health Care Services (HHCS)	1,994*
New Opportunities Waiver (NOW)	7,006
Personal Care Services (EPSDT, LT-PCS, OBH)	10,651
Residential Options Waiver (ROW)	2,195
Supports Waiver	2,693
TOTAL	36,694

* For HHCS, the number of participants equals those with a current prior authorization in the EVV system.

Table 2. Average Number of Monthly EVV Transactions per Month by Service Line

Service Line	Number of Transactions
Personal Care Services (PCS)	924,879
Vocational and Day Services, Including Transportation	35,336
Support Coordination	41,460
Supported Independent Living In-Home Visits	19,960
Home Health Care Services (HHCS)	16,233
Participant Visits by the Long-Term Care Access Contractor	1,317
TOTAL	1,039,185

2. If you provide transactions per month, how do you define a transaction? (Pg. 9 Attachment I, A.1.a Bullet 1)

Response: An EVV transaction is an electronic service record created by the EVV system that documents the service visit, including the date, time, location, individual providing the service, and participant.

3. How many provider agencies currently aggregate into the State EVV Aggregator?

Response: Currently, 48 provider agencies report data to the State's EVV Aggregator. In total, 529 providers submit EVV data—481 use the state-sponsored EVV system, and 48 use a third-party system and submit data to the State's EVV aggregator.

4. How many unique EVV solutions aggregate into the State EVV Aggregator?

Response: There are nine (9) unique EVV solutions that feed into the State's EVV aggregator, excluding the state-sponsored EVV solution.

5. Do you have your technical specifications for SOAP/REST APIs? (Pg. 9, Attachment I B.6)

Response: Yes, the State maintains documented SOAP and REST API specifications and provides them to vendors during system design and integration.

6. Can the state provide their technical specifications for SSO (SAML and OIDC) (Pg. 9, Attachment I B.4)

Response: Yes, the State can provide its SSO technical specifications, supporting standards such as SAML 2.0 and OpenID Connect (OIDC), during the integration process.

7. We have one question for clarification for the EVV RFI. Page 8, the first bullet point in section A, states 55,000 users. Can you clarify if "users" refers to the number of people who will need access to the EVV system or if it means the number of participants/beneficiaries served by the Louisiana Department of Health? Have the capability of supporting approximately 55,000 users and processing 12.5 million service records annually.

Response: This is the number of individuals that will need access to the EVV system and is comprised of provider agencies including direct care workers and administrative staff and Louisiana Department of Health (LDH) staff.

8. What is the anticipated contract value for this service?

Response: The value of the contract will ultimately be determined through the formal RFP process once an RFP is issued, proposals are received, and a successful proposer is selected.

9. Is there a timeline in pursuing the project?

Response: We are currently evaluating vendors and exploring EVV options that will meet state requirements. The State plans to begin the procurement process for these services after completing the RFI process.

10. I saw that the LDH previously had a sole-source contract with Statistical Resources, Inc. (SRI) for Electronic Visit Verification, which was due to expire in 2022. Is there a current vendor providing this service or is it a new requirement? If there is a current vendor, could you please provide the current contract documents/information?

Response: Yes, there is currently a vendor providing this service. However, the existing contract includes additional services not covered in this RFI. The current contract is attached.

11. What system are you currently using?

Response: The Louisiana Department of Health currently utilizes the Louisiana Services Reporting System (LaSRS), which is owned by Statistical Resources, Incorporated.

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LaGov # 2000853711

BHSF

Medical Vendor Administration

Agency # 305

Bureau of Health Services Financing

Satistical Resources, Inc.

Personal Service Professional Service Consulting Services ☒ Social Services Governmental (State/Agency) Governmental (Local)
RFP NUMBER (if applicable) Emergency ☒ Sole Source

1) Contractor (Registered Legal Name)	Statistical Resources, Inc.	5) Vendor Supplier #	310038514	5a) State LDR Account #(if applicable)	5459136001
2) Street Address	11505 Perkins Road, Suite H		6) Parish(es) Served	Statewide	
	(List all that apply)				
City	Baton Rouge	State	LA	Zip Code	70810
7) License or Certification #	N/A				
3) Telephone Number	(225) 767-0501		8) Contractor Status		
4) Mailing Address (if different)	Same as above		Subrecipient:	Yes	<input checked="" type="checkbox"/> No
			Corporation:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			For Profit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Publicly Traded:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
City		State		Zip Code	
8a) CFDA#(Federal Grant#)	N/A				

9) Brief Description Of Services To Be Provided:

The Centers for Medicare and Medicaid Services (CMS) require limits and controls on how HCBS are authorized, delivered and approved for claiming in order to monitor and control budget expenditures and ensure health and safety of recipients. The contractor will provide services that assists the Department in complying with CMS requirements for HCBS including but not limited to (1) Prior authorizing services; (2) data collection, maintenance, and support of inter-related data systems services; (3) making waiver offers free of conflict and based on pre-approved criteria; (4) offering individuals that meet level of care an option to receive waiver services versus residential services in a nursing facility/institution; (5) maintaining and storing PFCR data;

10) Effective Date 07/01/2024

11) Termination Date 06/30/2025

12) Maximum Contract Amount \$ 6,452,300.00

13) Estimated Amounts by Fiscal Year FY25 \$6,452,300.00

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Contractor shall invoice LDH monthly in the arrears on or before the 15th day following the close of each calendar month for services provided to LDH in the prior calendar month or partial calendar month the case may be. Invoices shall be accompanied by detailed narratives evidencing completion of the defined deliverables outlined in the Statement of Work, along with any reimbursable expenses accompanied by receipts marked paid-in-full, and certified by Contractor to be true and correct. Payment shall be remitted to Contractor on a net thirty (30) days basis measured from the date of a timely and properly documented

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

14a) PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name	Last Name
	Rozelyn	Parker
	Title	Phone Number
	Program Manger	(225) 342-9846

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

List all required Attachments

List all required Exhibits

Types of Attachments and Exhibits

Attachment A: Statement of Work
Attachment B: Payment Terms
Attachment C: Equity, Diversity and Inclusion
Attachment D: Liquidated Damages

Exhibit 1: Board Resolution
Exhibit 2: Resume
Exhibit 3: Emergency Preparedness

- ATTACHMENTS
- Statement of work
 - Fee Schedule/Budget
 - Special Provisions
 - Standard Provisions
 - Diversity and Inclusion Statement
 - OIG Addendum
- EXHIBITS
- Board Resolution/Signature Authority
 - Resume
 - License

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

- 1. Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following, as applicable: Section 1557 of the Patient Protection and Affordable Care Act (42 U.S.C. §18116); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e, et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. §4212); the Fair Housing Act of 1968 (42 U.S.C. §3601, et seq.); and Federal Executive Order 11246; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

- 2. Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and patient/client confidentiality. Information obtained under this Contract shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
- 3. Right to Audit:** The Louisiana Legislative Auditor, Office of the Governor, Division of Administration, and Department auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this Contract during the Contract and for a period of five (5) years following final payment. Contractor grants to the State of Louisiana, through the Office of the Louisiana Legislative Auditor, Louisiana Department of Health, and State Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or Department policy requiring an audit of Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the term of this contract, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797 and one (1) copy of the audit shall be sent to the originating office within the Department.

- 4. Record Retention:** Contractor agrees to retain all books, records, and other documents relevant to the Contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 75.361, whichever is longer.

Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit, or copy records at Contractor's site, without expense to the Department.

- 5. Record Ownership:** All records, reports, documents, and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
- 6. Nonassignability:** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this Contract may be assigned to a bank, trust company, or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
- 7. Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this Contract shall be Contractor's. Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
- 8. Insurance:** Contractor shall obtain and maintain during the term of this Contract all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
- 9. Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The Contract contains a maximum compensation that shall be inclusive of all charges including fees and travel expenses.
- 10. Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
- 11. State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the term of the contract, Contractor must notify his/her appointing authority of any existing Contract with the State of Louisiana and notify the contracting office with the Department of any additional State employment. This is applicable only to contracts with individuals.
- 12. Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents, and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

- 13. Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this Contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by Contractor of items and services that are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve Contractor of the responsibility for the performance of contractual obligations described herein.

- 14. Conflict of Interest:** Contractor acknowledges that the Code of Governmental Ethics, La. R.S. 42:1101, et seq., applies to Contractor in the performance of services under this contract. Contractor warrants that no person and no entity providing services pursuant to this Contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of La. R.S. 42:1113. Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of the contract.
- 15. Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs that have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to offset and withhold said amounts from any amount due to Contractor under this Contract for costs that are allowable.
- 16. Fiscal Funding:** This Contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds; and no liability or obligation for payment will develop between the parties until the Contract has been approved by required authorities of the Department; and, if Contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

The continuation of this Contract is contingent upon the appropriation of funds from the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).


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


- 18. Amendments:** Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the Contract exceeds \$5,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
- 19. Non-Infringement:** Contractor will warrant all materials, products, and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against the Department, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in the Department's name, but at Contractor's expense and shall indemnify and hold the Department harmless against any loss, expense, or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists, or other allied health providers solely for medical services.
- 20. Purchased Equipment:** Any equipment purchased under this Contract remains the property of Contractor for the period this Contract and future continuing contracts for the provision of the same services. Contractor must submit a vendor invoice with the reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of one thousand dollars (\$1,000.00) or more. Contractor has the responsibility to submit to the Contract Monitor an inventory list of equipment items when acquired under the Contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of the contracted services, the equipment purchased under this Contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within thirty (30) days of termination of services.
- 21. Indemnity:** Contractor agrees to protect, indemnify, and hold harmless the State of Louisiana and the Department from all claims for damages, costs, expenses, and attorney fees arising in Contract or tort from this Contract or from any acts or omissions of Contractor's agents, subcontractors, employees, officers, or clients, including, but not limited to, premises liability and any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which La. R.S. 40:1237.1, et seq. provides malpractice coverage to Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (La. R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by the Department.

- 22. Severability:** Any provision of this Contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in state or federal law, or applicable state or federal regulations.
- 23. Entire Agreement:** Contractor agrees that the current Contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of this contract.
- 24. E-Verify:** Contractor acknowledges and agrees to comply with the provision of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
- 25. Remedies for Default:** Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.
Other Remedies: If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, cost and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.
- 26. Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the Request for Proposals (RFP), if applicable; and this contract.
- 27. Contractor's Cooperation:** Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State, when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, Contractor shall not limit or impede the State's right to audit or shall not withhold State-owned documents.
- 28. Continuing Obligation:** Contractor has a continuing obligation to disclose to the Department any suspension or debarment by any government entity, including, but not limited to, the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
- 29. Eligibility Status:** Contractor and each tier of subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving Federal funds or grants from the Federal Government. Contractor and each tier of subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, and "NonProcurement Debarment and Suspension" set forth at 2 CFR Part 376.
- 30. Act 211 Taxes Clause:** In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Louisiana Department of Revenue prior to the approval of this Contract by the Office of State Procurement. Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Department so that Contractor's tax payment compliance status may be verified. Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
- 31. Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the State to cure the defect.
- 32. Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 33. Confidentiality:** Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.
- 34. Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, any Contract for \$100,000 or more and for any contractor with five (5) or more employees, Contractor, and any subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel. The State reserves the right to terminate this Contract if Contractor, or any subcontractor, engages in a boycott of Israel during the term of the contract.
- 35. Cybersecurity Training:** In accordance with La. R.S. 42: 1267 (B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

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

- 36. Code of Ethics:** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.
- 37. Countersignature:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 38. No Employment Relationship:** Nothing in this Contract shall be construed to create an employment or agency relationship, partnership, or joint venture between the employees, agents, or subcontractors of Contractor and the State of Louisiana.
- 39. Venue:** Venue for any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- 40. Commissioner's Statements:** Statements, acts, and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this contract, Contractor, and/or any subcontractor of Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

 ~~**41. Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in a Contract which resulted from an RFP, this signed Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of Contractor's proposal. This Order of Precedence Clause applies only to contracts that resulted from an RFP.~~

 ~~**41. Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in a Contract which resulted from an RFP, this signed Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of Contractor's proposal. This Order of Precedence Clause applies only to contracts that resulted from an RFP.~~

42. Contractor must comply with the Office of Technology Services (OTS) Information Security Policy, <https://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

- a. Contractor must report to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.
- b. Contractor must follow OTS Information Security Policy for Data Sanitization requirements for any equipment replaced during the Contract and at the end of the contract, for all equipment which house confidential/restricted data provided by the State.
- c. Contractor must ensure appropriate protections of data is in accordance with HIPAA Rules and HITECH Acts.
- d. If Contractor will have access to data originating from the Centers for Medicare and Medicaid Services (CMS), then Contractor must ensure their computer system is in compliance with CMS latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E 2.0. The CMS MARS-E 2.0 requirements include but are not limited to the below listed requirements:
 - Multi-factor authentication is a CMS requirement for all remote users, privileged accounts and non-privileged accounts. In this context, a "remote user" is referencing staff accessing the network from offsite, normally with a client virtual private network with the ability to access CMS data.
 - Perform criminal history check for all staff prior to granting access to CMS data. All employees and contractors requiring access to Patient Protection and Affordable Care Act (PL 111-148) sensitive information must meet personnel suitability standards. These suitability standards are based on a valid need-to-know, which cannot be assumed from position or title, and favorable results from a background check. The background checks for prospective and existing employees (if not previously completed) should include, at a minimum, contacting references provided by the employee as well as the local law enforcement agency or agencies.

43. HIPAA Business Associate Provisions

If Contractor is a Business Associate of the Department, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits protected health information (PHI) for or on behalf of the Department; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for the Department involving the disclosure of PHI, the following provisions will apply:

- a. Definitions: As used in these provisions -
 - i. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 CFR Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - ii. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 CFR §160.103.
 - iii. The term "security incident" has the same meaning as set forth in 45 CFR §164.304.
 - iv. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 CFR §164.402.
- b. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this Contract as required by the HIPAA Rules and by this Contract.
- c. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule, regulation (including the HIPAA Rules), or as otherwise required or permitted by this Contract.
- d. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this Contract, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Department.
- e. In accordance with 45 CFR §164.502(e)(1)(ii) and (if applicable) §164.308(b)(2), Contractor shall ensure that any agents, employees, subcontractors, or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information, and it shall

ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees', or subcontractors' actions or omissions do not cause Contractor to violate this Contract.

- f. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this Contract, report such disclosure in writing to the person(s) named in Terms of Payment on page 1 of this document. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option of the Department, any harm or damage resulting from any use or disclosure which violates this Contract shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by the Department, in which case Contractor shall reimburse the Department for all expenses that the Department is required to incur in undertaking such mitigation activities.
- g. To the extent that Contractor is to carry out one or more of the Department's obligations under 45 CFR Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligation(s).
- h. Contractor shall make available such information in its possession which is required for the Department to provide an accounting of disclosures in accordance with 45 CFR §164.528. In the event that a request for accounting is made directly to Contractor, Contractor shall forward such request to the Department within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR §164.528 for at least six (6) years after the date of the last such disclosure.
- i. Contractor shall make PHI available to the Department upon request in accordance with 45 CFR §164.524.
- j. Contractor shall make PHI available to the Department upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR §164.526.
- k. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of the Department available to the Secretary of the DHHS for purposes of determining the Department's compliance with the HIPAA Rules.
- l. Contractor shall indemnify and hold the Department harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this provision by Contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
- m. The parties agree that the legal relationship between the Department and Contractor is strictly an independent contractor relationship. Nothing in this Contract shall be deemed to create a joint venture, agency, partnership, or employer- employee relationship between the Department and Contractor.
- n. Notwithstanding any other provision of the contract, the Department shall have the right to terminate the Contract immediately if the Department determines that Contractor has violated any provision of the HIPAA Rules or any material term of this contract.
- o. At the termination of the contract, or upon request of the Department, whichever occurs first, Contractor shall return or destroy (at the option of the Department) all PHI received or created by Contractor that Contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, Contractor shall extend the confidentiality protections of the Contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

CONTRACTOR	STATE OF LOUISIANA, LOUISIANA DEPARTMENT OF HEALTH
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<div>DocuSigned by: <i>Steven Buco</i> 2852B169D456153</div>		8/4/2024
SIGNATURE		DATE
Steven Buco		
NAME		
President		
TITLE		

SIGNATURE		DATE
NAME		
Secretary, Louisiana Department of Health or Designee		
TITLE		

Medical Vendor Administration

SIGNATURE		DATE
NAME		
TITLE		

<div>DocuSigned by: <i>Kimberly Sullivan</i> 6F18D2F97367420...</div>		8/4/2024
SIGNATURE		DATE
Kimberly Sullivan		
NAME		
Medicaid Executive Director		
TITLE		

AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 1
LAGOV#: 2000853711
LDH #:

Agency Name... Bureau of Health Services Financing
(Regional/ Program/ Facility
AND
Statistical Resources, Inc.
Contractor Name

Original Contract Amount \$6,452,300.00
Original Contract Begin Date 7/01/2024
Original Contract End Date 6/30/2025
RFP Number:

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: \$6,452,300.00 Current Contract Term: 7/01/2024 - 6/30/2025

Maximum Contract Amount: \$6,452,300.00 (as approved)
Contract End Date: 6/30/2025 (as approved)
Attachment A - Statement of Work: II. Deliverables (as approved) and III. Contract Term (as approved)
Attachment B - Payment Terms (as approved)

Change Contract To: To Maximum Amount: \$13,136,728.00 Changed Contract Term: 7/01/2024 - 6/30/2026

Maximum Contract Amount: \$13,136,728.00 (as revised)
Contract End Date: 6/30/2026 (as revised)
Attachment A - Statement of Work: II. Deliverables (as revised) and III. Contract Term (as revised)
Attachment B - Payment Terms (as revised)
Attachment E - Addition to Contract Terms and Conditions (addition)

Justifications for amendment:

As required by the Consolidated Appropriations Act, 2023 (CAA, 2023) (P.L.117-328), the state is required to implement the required coverage described in section 5122 of the CAA 2023 for eligible juveniles. The amendment is to include the programming and work involving the "eligible incarcerated juvenile" population and extend the contract end date through 6/30/2026 to allow for time to complete the Request for Proposals (RFP) process.

This Amendment Becomes Effective: 7/01/2025

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

CONTRACTOR

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Secretary, Louisiana Department of Health or Designee

Signed by: Steve M. Buco
CONTRACTOR SIGNATURE 6/23/2025
DATE
PRINT NAME Steve Buco
CONTRACTOR TITLE President

Signed by: Bruce D. Greenstein
SIGNATURE 6/23/2025
DATE
NAME Bruce Greenstein
TITLE LDH Secretary
OFFICE Office of the Secretary

Signed by: Kim Sullivan
PROGRAM SIGNATURE 6/23/2025
DATE
NAME Kimberly Sullivan, Medicaid Executive Director

STATEMENT OF WORK

I. Goal/Purpose

The Contractor will provide services that will assist the Department in complying with the Centers for Medicare and Medicaid Services (CMS) requirements for home and community based services (HCBS), including but not limited to (1) prior authorizing services; (2) data collection, maintenance, and support of inter-related data systems services; (3) making waiver offers free of conflict and based on pre-approved criteria; (4) offering individuals that meet level of care an option to receive waiver service versus receiving services in a nursing facility/institution; (5) maintaining and storing request for services registry (RFSR) data; (6) providing and storing waiver offers from the RFSR; (7) collecting EVV data as required by the Cures Act; and (8) post authorizing services while reducing fraudulent payments. These services apply to programs operated by the Office of Aging and Adult Services (OAAS), the Office of Citizens with Developmental Disabilities (OCDD) and Early Periodic Screening Diagnosis and Training (EPSDT) PCS state plan services. OAAS operates the Long Term - Personal Care Services Program (LT-PCS), and the Community Choices and Adult Day Health Care Waivers. OCDD operates the New Opportunities Waiver (NOW), Children's Choice (CC) Waiver, Supports Waiver (SW), & Residential Option Waiver (ROW). In addition, prior authorization of EPSDT case management services and data related services are provided for Medicaid participants of the EPSDT program who are *Chisholm* class members who accept case management.

II. Deliverables

a. Contractor Responsibilities:

The Contractor will be responsible for providing the following services during the course of this Contract:

1. Updating the RFSR through validation to ensure equitable distribution of waiver slots.
2. Tracking and maintaining HCBS waiver registry and slots, both occupied and vacant to ensure that slots do not exceed the authorized limit.
3. Offer waiver slots to participants based on policy.
4. Issuing Freedom of Choice forms and tracking appropriate information on time lines to ensure individuals applying for services receive information timely
5. Linking participants to support coordination agencies while ensuring contractors are limited to their maximum number of allotted consumers, if a program office has such a policy.
6. Prior authorizing services for participants to prevent over-utilization of services.

7. Collecting data from providers on participants and services for use by the Department in meeting CMS' assurances.
8. Tracking data elements for the Money Follows the Person (MFP) Program
9. Tracking data elements for Permanent Supportive Housing (PSH).
10. Developing and implementing programming changes / information exchange(s) that will support the Department in the implementation of an electronic plan of care.
11. Develop and implement within LaSRS® an electronic plan of care and working plan of care system for use by the OCDD and OAAS waiver programs.
12. Provide, maintain and support a proprietary electronic visit verification system (LaSRS®).
13. Develop and implement programmatic changes for HCBS, including but not limited to the EPSDT program.
14. Include an emergency tracking system for waiver recipients within LaSRS®.
15. Develop ad hoc reports as requested by the Department.
16. Notify the Local Governing Entities (LGEs)/Regional Offices of individuals entering the Children's Choice Waiver, NOW, ROW, Community Choices Waiver, ADHC waiver and other programs as determined by the Department.
17. Interface with current Fiscal Intermediary for the purpose of data sharing on a scheduled basis as determined by the Department.
18. Assume and maintain the technology infrastructure including hardware, software, cloud hardware, web servers, Secure File Transfer Protocol (SFTP) site, and secure email systems, along with experienced staff, to maintain all inter-related data systems (e.g. RFSR, C-Link, LSCIS, LaSRS®).

The Contractor must grant OCDD and OAAS access to all their respective program and participant data. Medicaid Program Support and Waivers (MPSW) will have access to all data for all programs and participants. MPSW must approve all requests for ad hoc reporting, programming changes, etc., which may result in expenditures above the services provided through this Contract.

B. General Requirements and Expected Outcomes

The following list outlines the service requirements and desired outcomes of the resulting HCBS Data Collection contract. The Contractor must provide these requirements without exception.

The Contractor shall provide the following services during the term of the contract:

- a) Maintenance of Inter-related Systems and Completion of Prior Authorization Functions
- b) Programmatic Responsibility for the EPSDT program.
- c) Fraud Detection
- d) Reporting
- e) Provider Training Modules and Manuals

- f) User Support and Technical Support Helpdesk
- g) Ongoing System Documentation and Source Code for non-proprietary systems
- h) Record Keeping Requirements and Protected Health Information (PHI) Confidentiality

Maintenance of Inter-related Systems and Completion of Prior Authorization Functions

The Contractor will assume, maintain and update (as determined necessary by LDH) a minimum of five separate, inter-related management functions that currently comprise the core information systems and process and issue prior authorizations to support coordination agencies and service providers:

1. Request for Services Registry (RFSR)/Waiver Waiting List

This application Waiver Waiting List (WWL) is a distributed application written in Visual FoxPro and running on a gigabit LAN. Data is stored in a format readable by a number of software packages, including Statistical Analysis System, dBase IV, Excel, Access, FoxPro, and Visual FoxPro. The purpose of this application is to provide a systematic process for offering services to individuals based on the criteria for the specific waiver population. The RFSR function is split between LaSRS® and the WWL program. Currently the program offices have access to the RFSR data and data reporting through LaSRS® while the Contractor has access to the data through both WWL and LaSRS®.

Using these systems, the Contractor must:

- a) Collect and store relevant data in the RFSR system to include consumer demographic information, request dates, freedom of choice forms for waiver vs. institutionalization, requested services, offers for waiver slots, identification regarding which eligibility documents were used for meeting program criteria and applicable scoring, all contacts with requestors, and the reasons for closure.
 - i. The Developmental Disability (DD) Request for Service Registry (RFSR) will contain all RFSR data pertaining to the DD population and will be used to make offers for the NOW, Children's Choice Waiver, the Supports Waiver, and the Residential Options Waiver. Individuals on this RFSR who are residing in Intermediate Care Facility for the Developmentally Disabled (ICFs/DD) must be indicated as such in this system when OCDD provides updated information.
 - ii. The Adult Day Health Care (ADHC) RFSR will contain all RFSR data pertaining to the ADHC.
 - iii. The Community Choices Waiver RFSR will contain all RFSR data pertaining to the Community Choices Waiver.

- iv. Data for any additional waivers/targeted populations will be developed and maintained as approved by the CMS and as prescribed by the appropriate operating agency.
- b) The Contractor must interface with the OAAS Single Point of Entry Contractor to allow data to be seeded into the ADHC and Community Choices registries electronically.
- c) Data necessary to add requestors for the DD population will be added by the LGE's and validated by a designated individual at OCDD central office. Demographic changes and address updates will be made by OCDD.
- d) Notify OCDD RFSR individuals via mail of their addition to the RFSR and provide them with confirmation of their official request date, applicable program fact sheet, rights and responsibilities form, and other applicable information relative to their participation in the waiver/targeted population as requested by the program offices.
- e) Receive and respond to calls from individuals regarding the letter/packet that was provided, answer questions regarding services/registry, and refer other questions to the appropriate program office.
- f) Contact all requestors on the RFSR at least annually (unless one of the following happened within a year from the date of the prior validation: (a) the individual was added to the registry, (b) the Contractor had a phone contact with the recipient, or (c) a Screening for Urgency of Need (SUN) screening occurred) to confirm they are still interested in HCBS waiver services. Validation is completed annually for OAAS and OCDD as per policy and procedure. Validations will not be done for those requestors already receiving another HCB service.
- g) Document all contacts, activities, and results in a format approved by the Department and in a way that can be utilized in the requestor's history.
- h) Send an offer via mail when an individual is identified as the next eligible requestor.
- i) Utilize the required staff statistician to determine the frequency and amount of offers to be made to maintain the maximum capacity for all waivers.
- j) Follow-up and track all actions related to individuals' failure to respond and returned mail before closing the individual's case and moving on to the next offer.

- k) Send all appropriate material to support coordination agencies, LGE's / regional offices, and Medicaid upon receipt of the waiver offer acceptance response within two business days.
- l) Follow-up and track the status of additional material needed from individuals.
- m) Close requestor records for individuals who have died, are no longer interested in participation in the waiver, or no longer eligible to accept a waiver offer.
- n) Send a copy of each record to an electronic history file, as electronic records are changed in the system, so that a history of every change in the system is documented.
- o) Regarding *Chisholm* Class Members:
 - i. Maintain a current, dynamic list of *Chisholm* Class Members based on persons on the NOW RFSR who are under 21, have not been offered a waiver slot or have an inactive status, and are Medicaid eligible;
 - ii. Send list of *Chisholm* Class Members weekly on Fridays to the fiscal Intermediary;
 - iii. Complete weekly validations against Medicaid Management Information Systems (MMIS) to identify potential *Chisholm* Class Members, to determine Medicaid eligibility,
 - iv. Update the fiscal intermediary's files;
 - v. Report monthly on the number of *Chisholm* class members on the DD registry.
- p) Offer EPSDT support coordination services to all individuals, under the age of 21, on the DD RFSR who are determined Medicaid eligible through a weekly match with MMIS. Offers are to be made following each data match. There is no limit to the number of individuals who may receive/request this service. The process for linkage to a support coordination agency begins upon receipt of an acceptance response from the individual.
- q) Incorporate reports into the registry database to allow summary information to be made available to appropriate staff.
- r) Ensure the system incorporates and reflects the most accurate demographic and eligibility data available.
- s) Ensure the system is flexible so that, should any office within LDH change its criteria for the priority order of requestors, the system can easily be revised to track and report on the priority order.
- t) Track SUN scores and Statement of Approval (SOA) dates for OCDD RFSR requestors.

2. Client Linkage (C-LINK)

This system is a distributed application written in Visual FoxPro and running on a gigabit LAN. The purpose of this system is to collect and store data on support coordination and service provider agencies, client information, and prior authorization information.

The Contractor must:

- a) Collect data on clients to be used for tracking target populations and creation of prior authorizations including freedom of choice signature date, plan of care date, plan of care receipt date, plan of care approval date, case termination dates and reason for closure, as well as applicable dates on the appropriate Medicaid eligibility forms and ensure this information is correctly entered into the system.
- b) Link individuals to support coordination agencies based on the freedom of choice form and notify the agency of the linkage via same day email (the Contractor will fax or scan a copy of the linkage to the support coordination agency as well).
- c) Notify the appropriate state personnel, including the appropriate Medicaid regional office or LGE, of confirmation of linkages to support coordination agencies. If the individual is denied eligibility, the Contractor must enter the reasons and dates of denial in the system. If they are approved, the Contractor must ensure the appropriate prior authorizations are entered in the system.
- d) Provide the chosen/linked support coordination agency with copies of the freedom of choice form and any applicable eligibility documents used for verification of participant eligibility for the specific program. A copy of all documents must be retained in the individual's file located at the Contractor's business site.
- e) Use the existing numbering system and a methodology to assign prior and post authorizations.
- f) The Contractor will establish and maintain a Sonic Wall encryption services email system for external users to use to send emails, plans of care, and closures.

Note: Plans of care transmitted to the Contractor from a different e-mail encryption system that requires the contractor to manually log into an email encryption system, open each email individually and type in a password per email for each individual email cannot be programmed into an automated

process. These systems shall not be used for the transmission of registry and POC information to the Contractor.

- g) Enter prior authorizations from the plan of care and any subsequent revisions into the system, applying appropriate quality assurance checks, and place such authorizations in LaSRS®. The effective date of any subsequent prior authorization is dictated by program requirements. The Contractor must ensure the external automated process runs on a daily schedule, at a minimum, to transmit the PAs. The adjusted prior authorizations are sent via a daily file transfer to the Medicaid fiscal intermediary using the fiscal intermediary's sFTP site.
- h) Collect participant, service, and provider information gathered during the service delivery process (including support coordination and waiver services) through LaSRS®. This data is collected as validation that the prior authorized services were provided. Once the Contractor has received this data from providers, the Contractor will release the amount of units documented as provided (but not over the originally prior authorized amount identified in the approved plan of care and subsequent revisions) to the MMIS Contractor as post authorizations for payment. Data must be released on a daily basis to MMIS using the fiscal intermediary's FTP site.
- i) Track waiver service balances for the services that remain within the software. The Contractor will be held accountable for any error, on the Contractor's part, which results in authorization for any service not contained in the approved plan of care or non-approved amount which exceeds the waiver or service limit. Note: The SRI software which checks for authorized services that exceed limits is proprietary.
- j) Track services which were authorized over the identified program service limits for each participant.
- k) Collect and report support coordinator and direct service worker information, including participants served by each individual worker.
- l) Develop and provide the Department with reports which track all programmatic timelines for each waiver and targeted population and agency.
- m) Respond to questions from providers as they relate to the issuance of prior/post authorizations and provide billing assistance for error code 190 denials.
- n) Provide the freedom of choice form to participants requesting to change support coordination agencies. Participants may change support coordination agencies every six months or for good cause, as determined by the operating agency. If a participant requests a change, a new freedom of choice form is required to begin the linkage process.

- o) Ensure revisions to participants' plans of care are maintained in the system.
- p) Ensure revisions to the prior/post authorizations units are submitted to the fiscal intermediary and appropriate provider and operating agency.
- q) Maintain a complete and accurate list of individuals and agencies involved in the C-Link program.
- r) Ensure the C-Link system contains accurate information on agencies' target populations, procedure codes, and Medicaid provider information.
- s) Ensure the C-Link system contains a history of all records added and edited in the system for purposes of linking back to paper work and data recovery.
- t) Have the ability to modify the C-Link system to alter existing target population criteria and implement new target populations without affecting the client information.
- u) Ensure the C-Link system tracks monetary and unit level caps on prior authorization.
- v) Have the ability to void and alter existing prior authorization records, as needed based on information in the participant's approved plan of care or based on information provided by the Department.
- w) Enter data from the approved plan of care and ensure it electronically populates the appropriate tables and generates prior authorization records which will become available to the agency within one business day after data entry into C-Link. At a minimum, support coordination agencies must have access to service provider data updated nightly and providers will have access to approved plan of care authorizations within one business day after issuance.
- x) Ensure that as soon as the user of the RFSR module closes the client from the registry, the information from the RFSR will be electronically available in C-LINK and set up for transmission to LaSRS®.
- y) Ensure the system interfaces with the Statewide Incident Management System (SIMS) and with OAAS' Statewide Incident Management System (SIMS) to tie linkages to support coordinators' ability to access client records in these two systems. The Contractor must upload records of authorized waiver clients to databases stored on the LDH server nightly, with current identifying and demographic data including support coordination linkage.
- z) Use web services to receive and issue approved prior authorizations from the forthcoming OPTS CRM system.

- aa) Maintain a LaSRS® authorization module which will maintain role-based access for all users of the LaSRS® system including restrictions on module access, regional restrictions, and access and activity to specific functionality within a module.
- bb) Maintain code to allow rounding of service minutes to units in the PA post- authorization process based on policy developed by LDH.

3. Case Management Information System (CMIS)

Note: Active data entry into this system ended 3/31/2019 and was replaced by LaSRS®.

4. Louisiana Support Coordination Information System (LSCIS)

This web-based application collects and stores participant information, demographic information, target population information, addresses, closure information, and service information for EPSDT participants linked to support coordination services. Services that are rendered for each participant are entered into the web system.

The Contractor must:

- a) Ensure the system collects and stores accurate participant information.
- b) Ensure transmitted services are received and aggregated into a statewide support coordination database.
- c) Ensure that the system meets any requirements requested by LDH under the Chisholm Class Member settlement agreement.

5. Web Based Application – LASRS ® (A Statistical Resources, Inc. Solution)

This system is a web-based application, owned by Statistical Resources, Inc., that was originally developed for collecting check-in and check-out times and geolocations electronically for center-based, transportation, and in-home community based services. This application can be accessed and utilized from any device that is able to access the internet including smart phones and tablets of all types and carriers. The system allows for manual data entry for recipients and/or direct service workers who do not have a smart phone or tablet device. In addition to the accumulation of check in and check out data, the LaSRS® system allows LDH employees and the Attorney General's Office to access and view all services collected in this manner in real time as well as all services collected by other means (e.g., other EVV systems).

The Contractor must provide a system with the below functionalities for both service providers and support coordination agencies:

- a) For smart phones and tablets, ease of use, one click check-ins and check-outs.
- b) Directly interacts with current procedures and processing, including all overlap checks.
- c) Must provide an accurate time of services and GPS data on all services that are entered.
- d) All services must be reported back to LDH in a central location.
- e) Case management agencies must be able to view all recent services collected by LaSRS® for their current case loads.
- f) Services collected through this method must be available for viewing by the Louisiana Department of Health, the Attorney General's Office and service / support coordination providers in real time.
- g) Service data must be viewable in LaSRS® and be transmitted to an API so providers will have access to their service file for billing and/or payroll purposes.
- h) Service providers must have a comprehensive overview of all of the services provided to all of their clients.
- i) HIPAA Compliant.
- j) The LaSRS® system will incorporate prior authorization data from the fiscal intermediary for services not prior authorized by the Contractor. This data is necessary for EVV functionality.
- k) The LaSRS® application will include the ability to send EVV utilization/compliance files to the fiscal intermediary and managed care organizations using a secure FTP server or another mutually agreed-upon secure method of data transmission .

The Contractor must provide a system with the below functionalities for support coordination agencies:

- a) Collect and store relevant data including;
 - i. Client information,
 - ii. Demographic information,
 - iii. Target population information,
 - iv. Addresses,
 - v. Closure information, and
 - vi. Service monitoring and remediation information collected during required contacts.
- b) Track validate that SCA requirements were met for billing per LDH requirements.

The LaSRS® application includes the following functionality:

- a) Collects EVV data including the geolocations of clock-ins and clock-outs.
- b) Collects manual data entry of services including geolocation of the add/edits and externally facing IP addresses for the same.

- c) Maps geolocations of services.
- d) Allows providers to view recent fiscal intermediary RAs and reconcile services against billing.
- e) Allows program offices to add/update RFSR requestors.
- f) Supports tracking of waiver recipients during local/statewide emergency events.
- g) Accepts data from third party EVV vendors using a LDH data bridge.
- h) Provides daily updates to feed the SIMS system.
- i) Will interface with Fiscal Agent(s) for Self-Direction recipients.
- j) Alerts OCDD when a new SUN assessment is required for a RFSR requestor, allows scheduling of the screening, and data entry of the result.
- k) Implement and support a tracking module for bonus and retention payments authorized under the American Rescue Plan Act (ARPA) that may include manual entry screens for center-based service providers following policies to be developed by the program offices.

Programmatic Responsibility for the EPSDT

1. The Contractor shall undertake the programmatic responsibility for EPSDT programs. The Contractor will prepare and provide updates to an internal manual and Medicaid program manuals to include the processes and steps necessary to carry out the daily responsibilities and deliverables for the EPSDT population. This includes revision of all forms, flowcharts, etc., related to those changes. The Contractor will prepare provider notices of those changes that require immediate attention for approval by LDH. LDH shall be responsible for monitoring, technical assistance, regular meetings, guidance, approve all program/process changes, letters, provider notices and oversight of this Contract.

For the EPSDT program, the Contractor must:

- a) Review and approve all initial and annual plans of care. Support coordinators will submit the initial plan of care to the Contractor within 35 calendar days of receipt of referral and annual plans of care 35 calendar days prior to the annual date of expiration. The Contractor will review each plan of care packet (including service logs and quarterly reviews) to determine if all needs are addressed. The Contractor will review assessment information for all initial participants and 10% of non-initial participants. The Contractor shall review and issue a decision on each plan of care packet within 10 working days of receipt of the plan. The Contractor will return the plan to the support coordinator if additional information is required or if the plan is not approvable.
- b) Approve/disapprove support coordination services only.

- c) Review and consolidate each contracted support coordination agency's EPSDT Quarterly Report (excel form). The report is due from the agency each quarter by the 5th day of the month following the end of the quarter. The Contractor must incorporate data received after the timeline within five business days of receipt.
- d) Report on the number of plans of care with prior authorized services, the number of initial prior authorizations requested, and the number and type of prior authorizations not received within 60 days. The report will be submitted to the LDH attorney by the 15th day of the month following the end of each quarter for each service or at a different interval if requested by the LDH attorney.
- e) Conduct an ongoing review of requirements and plans of corrective action.
- f) Provide daily technical assistance regarding all programmatic areas with support coordinators, requesting assistance from operating agency when appropriate.
- g) Update the EPSDT Support Coordination Manual, forms, processes, and flowcharts etc. as changes occur.
- h) Prepare and distribute EPSDT Support Coordination Provider Notices.
- i) For *Chisholm* Class Members:
 - i. Maintain and update the electronic CPOC for EPSDT Case Management through LSCIS.
 - ii. Review CPOCs for approval according to guidelines in the EPSDT Support Coordination Manual.
 - iii. Update annually and as needed the EPSDT Support Coordination Manual.
 - iv. Conduct an annual training of EPSDT Support Coordination Agency supervisors and designated trainers as required by *Chisholm*.
 - v. Prepare training documents, including handouts, power point presentations, etc.
 - vi. Respond to requests for additional information related to *Chisholm* class members as requested by the Department.
- j) Maintain documentation of initial/orientation and annual training for all support coordinators.
- k) Maintain use of the current 1-800 number as a helpline for EPSDT participants. The Contractor shall forward problems and complaints to the designated LDH Program Managers.
- l) Prepare summaries of evidence as needed for informal discussion and appeals regarding compliance and contracts, and prepare reports regarding compliance and recommended corrective action to LDH.

- m) Prepare letters to providers, tracking timelines for response and implementing sanctions, regarding administrative procedures.
- n) Follow-up on outstanding issues and identify non-compliance areas and possible remedies.
- o) Work with LDH prior authorization liaison and attend alliance meetings as necessary.

Consolidated Appropriations Act (CAA) 5121 Requirements

1. The Contractor receive and process a daily pre-release file from LDH or its designee. This file will contain the release date and identifying information of eligible juveniles in the CAA group. After the linkage with the Support Coordination Agency is established, the Contractor shall issue a prior authorization for case management services based on the following criteria:
 - a. Each eligible juvenile will receive two monthly units of case management service. The first unit will be authorized for the 30 day pre-release period and the second during the 30 day post-release period.
 - b. If the release date changes, the Contractor shall process the new release date and update the PA accordingly.

Fraud Detection

1. The Contractor, using proprietary algorithms, shall work to detect potential fraudulent services reported by users. The software shall, at a minimum, a) detect overlaps between agencies by the same worker and b) detect overlaps across agencies for the same recipient at a set threshold jointly determined by the Contractor and LDH. In addition, the Contractor will develop and implement additional algorithms to detect non-overlapping services that are likely to be fraudulent. The Contractor may request the supporting time sheets on the overlapping services from service providers and submit these cases the Program Offices for review prior to them submitting them to Program Integrity. In addition, the Contractor will submit to the Medicaid Fraud and Control Unit (MFCU) the same or additional information, if requested by MFCU.
2. Using a relative probability model, the Contractor will identify workers at different agencies who are possibly the same worker but have different names / SSNs, and or dates of birth reported. The Contractor will report this information back to the providers in LaSRS® for their review. For high probability matches, the Contractor will request copies of the worker's driver license and/or SSN card to verify or clear the identified matches in the system.
3. For services tracked in third party EVV systems, the EVV provider will make available to the Contractor DSW and service data to enable the Contractor to detect

overlapping services. Deductible units due to overlaps will be reported back to the third party EVV provider and the EVV contractor will block those services in the EVV post-authorization process. The file structure and data elements will be mutually agreed upon by the Contractor and LDH.

4. The Contractor will block payment on services provided by DSWs whose demographic data match individuals listed in the OIG exclusion data base and the Louisiana Adverse Action database.
5. The Contractor will block payment on waiver services that overlap with inpatient hospital stays beginning the day after admission and ending on the day prior to discharge.
6. The Contractor will identify services that appear to be delivered out of state and report these to the regional offices / LGEs for follow up since out of state services require an approved plan of care revision.
7. The Contractor will block payment on reported in-home face-to-face Supported Independent Living (SIL) services that have a geolocation that does not match the recipient's home address. Because geolocations reported by mobile devices do have varying margins of error and because some mobile devices hold onto 'old' geolocations, blocks for SIL services will only be applied when a minimum threshold of mismatches has been exceeded.
8. The Contractor will block release of services when a worker to recipient ratio exceeds the limits allowed by program office policy for the reported procedure codes.

Reporting

1. The Contractor must create standard reports or data views which can be accessed by LDH staff. These standard reports or data views may be permanently incorporated into LaSRS®, if appropriate. The Contractor must provide ad hoc statistical and management reports as requested by the LDH Contract Monitor or a designee. Reports and data views may be added as enhancements to the application involved, and if so, must be accessible to designated members of LDH staff from that time forth depending on the user's access rights. User access to all reports and data will be based on level of security approved by the appropriate operating agency. The Contractor will provide the capability for program offices to sort, extract and export and import data for the purpose of running ad hoc reports. Typically, the export method will involve the use of .CSV files.
2. The Contractor must also provide reports on performance measures 23 days following the end of each quarter:

The performance measures will be determined by LDH and the program offices and will reflect the current requirements of the waiver applications.

3. The following data views and/or reports must be provided and updated on a schedule determined by the Department or available in LaSRS®:
- a) NOW participants with screening scores, which indicate the group (initial or annual), participant's name, date of birth, age, Medicaid number, screening score, plan of care begin and end date, waiver admission date, vendor payment date, and age group.
 - b) For all waivers, the duration of certification of individuals in the last 60 days, which indicates the support coordination agency, number of days from linkage to submittal of the plan of care, number of days from linkage to generate the Medicaid Form 18W, number of days from receipt of required information to certification, number of days from linkage to certification, and number of participants, separated by waiver and support coordination agency.
 - c) For all waivers, a summary of slots, offers, and certifications, which indicate the total number of waiver slots available; linkages to support coordinators using most recent freedom of choice, offers accepted, offers too recent for a response, vacancies to be offered, offers accepted and linked, participants linked and certified, participants linked and not certified, and slots without a certified participant; percentage of slots certified; waiver year begin date; waiver year cap;
 - d) For all waivers, a support coordinator post authorization which indicate the participant's name, social security number, target population, prior authorization number, agency name, prior authorization begin and end date, cycle begin and end date, all contacts whether face-to-face visits or phone contacts, monitoring of services, quarterly face-to-face visits, separated by participant and agency.
 - e) ADHC waiver days of service.
 - f) Participants' current linkage to support coordination agencies.
 - g) Expired plans of cares by target.
 - h) Participant list for service providers.
 - i) Aging report.
 - j) OCDD emod balance modification .
 - k) Transitional expenditures.
 - l) Children's Choice participants aging out.

- m) Initial plan of care timelines.
- n) Linkages and prior authorization closures.
- o) Individuals closed on the registry.
- p) All individuals on the NOW registry who did not respond to an inquiry.
- q) Report of PSH participants by waiver for each program.
- r) Report of recently issued PSH prior authorizations by waiver for each program.
- s) MFP Mandated Reporting Elements.
- t) RFSR reports.

Note: Reports may be modified to include additional waiver and/or targeted populations and different criteria as indicated by the Department at no additional cost to the State.

4. National Voter Registration Act (NVRA):

- a) Contractor is considered a “reporting entity” for purposes of the National Voter Registration Act. As such, Contractor is required to capture the following information:
 - i. The total number of applications for service, assistance or admission, recertification, and changes of address relating to such service or assistance received by the Contractor.
 - ii. The total number of declaration forms received by the individual.
 - iii. The total number of completed mail voter registration applications received by the Contractor.
- b) Quarterly, this information will be aggregated and provided electronically to the OAAS and OCDD designated NVRA Department Coordinator within three business days after the close of the reporting period.

The following summarizes the NVRA reporting requirements for the Contractor:

The Contractor shall:

- i. Send the OCDD and OAAS approved form to participants, whose record is maintained in the Home and Community Based Services Registry, upon

notification of a change of address;

- ii. Follow current NVRA policy with regard to receiving, forwarding or storing completed mail voter registration application and complete Voter Registration Declaration forms;
- iii. Submit its reporting forms to the OCDD and OAAS Department Coordinator within three business days after the close of the reporting period on a quarterly basis; and
- iv. Comply with the National Voter Registration Act Operational Policy and any subsequent changes or amendments thereto.

Provider Training Modules and Manuals

1. The Contractor is responsible for developing training modules and manuals for use by providers. All training modules and manuals must be approved by the LDH contract monitor prior to implementation.

The Contractor shall:

- a) Provide ongoing user training on existing or new data systems for support coordination and service providers of all populations, including LDH program staff representatives. The training for service providers will be hands-on and will include the utilization of the system during the training.
- b) Make available training for support coordination and service provider supervisors and/or LDH state or regional staff to ensure agencies have access to training as staff changes occur and as new agencies are enrolled to provide services. SRI uses a training of trainers model for all agencies. All trainees will have hands-on access to a computer.
- c) Attend and/or participate in training in other regions of the State at the Contractor's expense. This is estimated to include two day trips per year.
- d) For each training session provided, the Contractor must maintain an attendance roster.
- e) The Contractor will bear all cost incurred for training sessions (including training site, handouts, and any other fees).
- f) Provide training for State and regional/LGE office on how to access all reports and data provided by the Contractor in their approved location.

User Support and Technical Support Helpdesk

1. The Contractor must provide a national toll-free telephone number to the helpdesk for users of all software applications maintained by the Contractor and

for technical support. This toll-free number may be the same as that required for participant and provider access. The helpdesk must be available during regular working hours of LDH (Monday through Friday from 8:00AM to 4:30PM, excluding SRI holidays). A call tracking system with a phone log is required for tracking all calls based on provider, if know. The call log will track population (where appropriate), problem, and resolution. This log must be available to LDH. The log will specify the date and time of the phone contact, user, and call begin and end time, total support time (in minutes), waiver/targeted population type (if appropriate), problem, and resolution. The Contractor will respond to users within a maximum of one business day of the user's call or within a timeframe as agreed upon by the Contractor and LDH. The Contractor will maintain the phone line for the helpdesk at the Contractor's expense.

2. The Contractor's support personnel shall be available by email through a single mailbox maintained by the Contractor. Responses to email will be delivered no later than the next business day. The Contractor will maintain copies of all email requests and responses documenting the date and time of the email, user, user location, problem, resolution, and resolution timeline (if appropriate). All email exchanged containing PHI must be sent using encryption according to current federal and State laws.
3. Based upon the email and phone log support logs, an annual user support frequently asked questions list may be developed by the Contractor and made available in PDF format.
4. The Contractor will provide limited onsite technical support statewide as necessary to ensure the effective operation of the applications involved in this project. LDH prefers remote technical assistance whenever possible. Prior approval from the LDH Contract Monitor will be required before onsite technical support is delivered.

Ongoing System Documentation and Source Code

1. The Contractor will maintain a user manual for each application involved in this project. The user manual must contain clear, detailed instructions for users, explaining how to use each application on a daily basis, and include step-by-step procedures, and data element definitions. The Contractor will post an online a printer-ready electronic copy for all online software available to LDH. The manuals will be updated as changes are made and no less than quarterly.
2. The Contractor must update all system manuals on a quarterly basis and notify LDH as they are updated.
3. The Contractor is required to deliver the most current version of the source code, except for proprietary code including all LaSRS® code, whenever there is a major modification over the course of the project, and at least quarterly, unless there have been no changes made to the software. All related files necessary for

execution of the programs must also be delivered by the Contractor to the LDH Contract Monitor. LDH owns the source code and all modifications to the source code except for LaSRS® and all LaSRS® modules, which are owned by SRI, made pursuant to this Contract.

Record Keeping Requirements and PHI Confidentiality

1. A file containing copies of all correspondence sent or received by Contractor must be maintained. Records may be digital or paper.
2. Separate requestor and participant specific files must be kept and maintained to document all activity (phone, fax, electronic, paper, etc.) with that individual. Records may be digital or paper.
3. Storage of these files is the responsibility of the Contractor. Current records must be kept on-site and readily available to LDH.
4. The Contractor will be required to retain and maintain current and future active and closed files as directed by LDH for a period of 10 years after file closure. All current open files must be maintained at the main office specified in the contract unless prior approval is granted by LDH for off-site storage. All current files must be easily accessible. Offsite secure storage may be used for records closed more than two years.
5. Should a contract be awarded to a new contractor, it will be the responsibility of the new contractor to relocate and house these files at no expense to the State and in a method and location as prior approved by the Contract Monitor or a designee. Existing filing cabinets will not be available to the new contractor.
6. The Contractor shall configure and ensure that the transfer of all Personal Health Information (PHI) data taking place within the software systems as described in this Contract are compliant the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Furthermore, the Contractor must take all necessary steps to protect the privacy of PHI during any and all information exchanges designed by the Contractor.

2. Staffing Requirements/Qualifications

- a) The Contractor will employ or retain a degreed statistician (the individual must have at least a master's degree in statistics or a related field) to ensure that all information maintained and reported is statistically sound. Examples include determination of the number of offers to make to ensure available slots are filled, estimated costs for budgeting purposes, projections for new programs, determining ratios for linkages, etc. The Contractor must be able to project the number of offers to be made in order to retain the optimum waiver slot occupancy rate without exceeding the maximum number of approved slots. The statistician will also develop the fraud-detection algorithms.

- b) Support staff available for this project include one registry specialist/coordinator, four prior authorization specialists/coordinators, one registry/PA supervisor, three IT programmers, one systems engineer, two trainer/technical support specialists (one of which is a fraud specialist), one data quality/MFP manager, one systems design specialist, one clerical, and one EPSDT Program Manager.
- c) One of the senior level individuals employed under 2.a or 2.b above may serve in the role of Project Manager.

Note: As system changes are made, software programs are modified or discontinued, or LDH project priorities change, the Contractor will employ sufficient staff to meet contractual requirements.

- d) All temporary, permanent, subcontracted, part-time, and full-time Contractor staff working on this Contract must have a national criminal background check within the 12 months prior to starting work on this Contract. The background check must encompass the last seven years of addresses for each individual. The results shall include all felony convictions and any felony convictions shall be submitted to the Department for review prior to the start of work on this Contract. Any employee with a background unacceptable to the Department shall be prohibited from working on this Contract or immediately removed from the project by the Contractor. Examples of felony convictions that are unacceptable include but are not limited to those convictions that represent a potential risk to the security of data systems and/or Protected Health Information (PHI), potential for healthcare fraud, or pose a risk to the safety of Department employees.
- e) The Contractor warrants that national criminal background checks have been performed on all current employees and will be rechecked every two years for all temporary, permanent, subcontracted, part-time and full-time Contractor staff working on this contract beginning with the 25th month following the last background check. The Contractor will be responsible for all costs to conduct the criminal background checks.
- f) The Contractor shall ensure that all entities or individuals whether defined as "Key Personnel" or not, performing services under this Contract are not "Ineligible Persons" to participate in the Federal health care programs or in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://www.oig.hhs.gov>) and the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>).
- g) All temporary, permanent, subcontract, part-time and full-time Contractor staff working on this Contract must complete an annual statement that includes an acknowledgement of confidentiality requirements and a declaration as to whether the individual has been convicted of a felony crime

or has been determined an “Ineligible Person” to participate in Federal healthcare programs or in Federal procurement or non-procurement. If the individual has been convicted of a felony crime or identified as an “Ineligible Person”, the Contractor shall notify the Department on the same date the notice of a conviction or ineligibility is received. The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to the Department, indicating if the staff stated they were free of convictions or ineligibility referenced above.

- h) If the Contractor has actual notice that any temporary, permanent, subcontract, part-time, or full-time staff has become an “Ineligible Person” or is proposed to become ineligible based on pending charges, the Contractor shall remove said personnel immediately from any work related to this procurement and notify the Department within five days. For felony convictions, the Department shall determine if the individual should be removed from this Contract.

III. Contract Term

The term of this Contract shall be **24** months. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend this Contract at the same rates, terms, and conditions of the initial Contract term. **Total Contract time may not exceed 36 months.**

This Contract or any amendment to this Contract shall not be valid, nor shall the State be bound by the Contract or amendment, until it has first been executed by the Secretary of LDH, or his designee, and the Contractor and has been approved in writing by OSP and CMS.