

Louisiana Department of Health Office for Citizens with Developmental Disabilities

Request for Information (RFI)

For

An Intermediate Care Facility for Individuals with Developmental Disabilities to provide treatment, medical services, assistance with activities of daily living, and related services to individuals with Developmental Disabilities with complex medical support needs who are referred and/or approved for such services by the Louisiana Department of Health

RFI: LDH-RFI- ICF/IID

RFI due date/time: Monday, March 14, 2022, at 4:30pm (CDT)

<u>NOTE</u>: This Request for Information ("RFI") is intended solely for informational and planning purposes and DOES NOT constitute a solicitation. Any and all information received may be reviewed and discussed, as appropriate, and may result in the advertisement of a formal and competitive Request for Proposal ("RFP") or any other process resulting in award of a contract or agreement of any type or form, for any or all of the services included in the RFI.

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential by a proposer. Any material within a response to this RFI identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Law. R.S. 44:1 et seq. and all applicable rules, regulations, and policies. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

RFI Release Date: Monday, Feb 7, 2022

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1 GENERAL INFORMATION

1.1 Background

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

LDH is the single state Medicaid agency that administers the Medicaid program. LDH is comprised of the Office of the Secretary (OS), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

The LDH Office of Citizens with Developmental Disabilities (OCDD) provides supports and services to help promote community participation and self-advocacy for people with developmental disabilities. These include, but are not limited to: vocational support to help foster independence; financial support to families who have a child with severe or profound disabilities; and assistance to individuals and families in supporting the family's ability to maintain the individual in their community. OCDD is also responsible for the administration of home and community-based waivers for citizens with developmental disabilities and for programmatic oversight of the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) which provide active treatment services and supports in a 24-hour residential setting, including ongoing evaluation, planning, and coordination/integration of health and habilitative services and supports.

1.2 Purpose of RFI

This RFI is issued for the purpose of gathering information from qualified Intermediate Care Facilities for Individuals with Intellectual / Developmental Disabilities (ICF/IIDs) in Louisiana to serve up to 8 individuals with complex medical support needs. The ICF/IID providers responding with interest must demonstrate experience in supporting individuals with complex medical support needs and must have a home and sufficient staff to support these individuals within a 90 day time frame. Providers responding with interest should outline demonstrated capacity and competency to timely support and provide treatment, medical services, assistance with activities of daily living, and related and necessary services to the identified individuals. Providers must demonstrate the ability to support the up to 8 individuals identified by LDH in need of placement. All admissions and discharges would be approved by LDH OCDD only.

1.3 Project Overview

OCDD intends to enter into a Contract to serve individuals with intellectual and developmental disabilities and also complex medical needs. The needs may require substantial to total care related to activities of daily living, mobility, hygiene, consumption of food, and supportive and therapeutic

positioning and community integration, as well as the presence of a nurse on-site in the home for 16-24 hours per day. OCDD will authorize the selected contracting party to serve up to eight (8) individuals with intellectual and developmental disabilities and complex medical needs through the use of existing state ICF/IID licensed beds while LDH retains ownership of these beds through the term of the Contract. The OCDD/private partnership will allow for ongoing oversight, data collection and technical assistance by LDH for the purpose of promoting health, safety, quality of life and desired outcomes for qualified residents admitted during the Contract period.

Interested providers must be able to begin services for this population by June 20, 2022; this includes having a physical location available that is licensed and certified by Louisiana Department of Health - Health Standards Section (LDH-HSS) and the Department of Public Safety - Office of State Fire Marshal (DPS-OSFM), and certified to operate by the Louisiana Department of Health - Office of Public Health (LDH-OPH) by this time.

Referred Eligible Individuals

- (1) Referred eligible individuals to be initially placed at the ICF/IID are: Up to 8 individuals with intellectual and developmental disabilities who have complex medical support needs;
- (2) Who need assistance with activities of daily living that can only be provided within an ICF/IID setting; AND
- (3) Who have been referred and/or approved by LDH/OCDD to be served in an ICF/IID setting.

Goals of the Contract

The ICF/IID is to provide all necessary treatment, medical services, assistance with activities of daily living, and related and necessary services to the referred eligible individuals. The chosen ICF/IID would assure that supports are wellness-focused and person-centered to maximize quality of life and be located within a 100 mile radius of the Houma/Thibodaux area.

Terms of the Contract

Interested providers must be able to begin services for this population by June 20, 2022, this includes having a physical location available that is licensed and certified by the Louisiana Department of Health - Health Standards Section (LDH-HSS) and the Louisiana Department of Public Safety – Office of the State Fire Marshal (DPS-OSFM). The chosen ICF/IID facility must:

- Demonstrate experience with supporting individuals with complex medical / health issues, and individuals with intellectual / developmental disabilities
- Report on quality indicators associated with provision of services to individuals supported;
- Provide direct support staffing at an appropriate level to meet the needs of the individuals supported;
- Provide nursing staff at an appropriate level to meet the needs of the individuals supported;
- Provide additional training to direct support staff to ensure meaningful engagement and appropriate interactions with the individuals supported; and
- Ensure engagement with appropriate medical health professionals to ensure complex medical support needs are met.

2 Demonstrate the presence of an on-site clinical team that includes medical professionals for meeting complex medical needs.

2.1 RFI Coordinator.

Requests for copies of the RFI must be directed to the RFI coordinator listed below:

Julie Foster Hagan 628 N. 4th Street Baton Rouge, LA 70802 <u>Julie.Hagan@la.gov</u> Phone: 225-342-0095

This RFI has been posted to the LDH website and can be found at the following link: https://ldh.la.gov/index.cfm/subhome/11.

2.2 Schedule of Events

Activity/Event	Date
Public notice of RFI	Feb 7, 2022
Deadline for questions/inquiries	Feb 21, 2022, 4:30pm
Response to questions/inquiries	March 7, 2022, 1:00pm
Deadline for receipt of RFI	March 14, 2022, 4:30pm
Notice for Contract Selection	March 21, 2022

<u>NOTE</u>: LDH reserves the right to deviate from this Schedule of Events at any time and without notice. All times noted in this RFI refer to Central Daylight Time (CDT) unless otherwise indicated.

2.3 Response Content

2.3.1 Executive Summary

The summary provided should introduce the scope of the response in as much detail as possible. At a minimum, it should include administrative information including the name of the responder's point of contact, their phone number, email address, and any other pertinent contact information. The summary should also include a brief recitation of the responder's qualifications and ability and willingness to meet, if not exceed, LDH's requirements as included herein. The summary must also include responses to the following:

- a. ICF/IID's name and address where the individuals will be supported or present plan to have this in place within 90 days of acceptance
- b. Floor plan or drawing of the ICF/IIDs where the individuals will be supported,
- c. Number of beds available in the ICF/IIDs where the individuals will be supported,
- d. Staffing/support capability at the ICF/IID where the individuals will be supported,
- e. Person(s) who would be designated to oversee operations at the ICF/IID; attach a C.V. of such person(s)

2.3.2 Corporate Background and Experience

Responders should give a brief description of its history, organizational structure, and number of years in business. Responders should also specifically describe their experience with projects of this type and scale and any experience gained from working with other states or corporate / governmental entities of comparable size and diversity.

2.3.3 Approach and Methodology

Responders should provide the approach and methodology that it will use to provide the services detailed in this RFI. Best practices garnered from previous experience with a similar scope of services should also be included.

2.4 Response Instructions

2.4.1 Response Submittal

Responders interested in providing information requested by this RFI must submit responses containing the information specified no later than the deadline for response to RFI as stated herein. The response to the RFI must be delivered at the responder's expense to the RFI coordinator <u>at the email address</u> provided in section 2.1 of the RFI.

The responses must be <u>received</u> by **electronic** copy only to <u>Julie.Hagan@la.gov</u> on or before **4:30pm, Monday, March 14, 2022**. Email submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Responders should allow sufficient time to ensure receipt of their e-mailed proposal by the time specified herein.

Responses received after the deadline, corrupted files, and incomplete submissions (*e.g.*, Part 1 and Part 2 of 3 are received, but Part 3 is not) may not be considered.

Questions and Inquiries regarding the RFI

LDH will consider <u>email</u> inquiries, questions, and requests for clarification of the content of this RFI. Any such inquiries, questions, or requests for clarification must be submitted via email only to the RFI Coordinator listed in Section 2.1 above by **Monday, February 21, 2022, at 4:30pm.** Any inquiries, questions, or requests for clarification not received by email, not directed to the RFI Coordinator, or not received by the deadline will not be considered or answered.

Official responses and answers to all inquiries, questions, and requests for clarification will be posted by LDH on its website by **Thursday, March 7, 2022, at 1:00pm**.

Only the RFI Coordinator has the authority to officially respond to inquiries, questions, and requests for clarification. Any communications from any other individuals shall not be binding on LDH or the State.

2.5 Additional Instructions and Notifications to Responders

2.5.1 RFI Addendum(a)/Cancellation

LDH reserves the right to revise any part of the RFI by issuing an addendum(a) to the RFI at any time. Issuance of this RFI, or subsequent addendum(a), if any, does not constitute a commitment by LDH or the State to issue an RFP or any other process resulting in award of a contract of any type or form. In addition, LDH may cancel this informal process at any time, without incurring any liability from responders or potential responders.

2.5.2 Ownership of Response

Any and all materials submitted in response to this RFI shall become the property of the State.

2.5.3 Cost of Preparation

LDH shall not be liable to any responders, or potential responders, for any costs incurred that are associated with developing a response, preparing for discussions, if any are held, or any other costs, that may be incurred by a responder or potential responder due to responding to this RFI.

ATTACHMENT: DRAFT CEA

COOPERATIVE ENDEAVOR AGREEMENT STATE OF LOUISIANA DEPARTMENT OF HEALTH

and

OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

and

Insert Agency Name Here

THIS COOPERATIVE ENDAVOR AGREEMENT, hereinafter referred to as "Agreement", is made and entered into this <u>day of</u>, and between the **Louisiana Department of Health**, Office for Citizens with Developmental Disabilities, hereinafter referred to as "OCDD," acting through the undersigned official and the **Insert Agency Name Here** hereinafter referred to collectively as the "Contracting Party", acting through the undersigned officials for the goods and/or services detailed herein. Hereinafter, the **Louisiana Department of Health**, OCDD and the **Insert Agency Name Here**, shall be collectively referred to as the "Parties".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

1.2 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.3 WHEREAS, the Agency has the authority to enter into this Agreement as evidenced by the State's previously experienced economic down turn with decreased revenues and severe budget shortfalls during Fiscal Year 2009/2010, and whereas the Division of Administration directed the Louisiana Department of Health (LDH) to streamline its projected budget deficit at the time. Whereas services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IIDs) can be provided more cost-effectively through private ICF/IID providers than through the previously existing state-operated facilities/community homes. Whereas the movement towards increased privately operated community-based residential living options is consistent with OCDD's Strategic Plan;

1.4 WHEREAS, the public purpose is to provide privately-operated ICF/IID living opportunities to former residents of state-operated Supports and Services Centers (SSCs), their affiliated community homes, or through other admissions over the term of the CEA, through an agreement between the OCDD and a qualified provider based on the needs of the residents to be served and the capacities and qualifications of the current provider. An ICF/IID is a facility for individuals with intellectual disabilities that is primarily for the diagnosis, treatment, or rehabilitation of the person and that provides for ongoing evaluation, planning, twenty-four-hour supervision, coordination, and integration of health or rehabilitative services to help each

person function at his or her greatest ability;

1.5 WHEREAS, this Agreement is intended that OCDD will authorize the Insert Agency Name Here, as the Contracting Party, to serve up to insert # here (____) people with intellectual and developmental disabilities through the use of existing state ICF/IID licensed beds while LDH retains ownership of these beds through the term of this Agreement. The OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by LDH for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period. The facility/grounds, located at Insert Facility Address Here, is owned by the Insert Agency Name Here;

1.6 WHEREAS, the State and/or Agency has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration it is providing in exchange for the anticipated deliverables to be received from the Contracting Party;

1.7 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE II SCOPE OF WORK

2.1 **Responsibilities of the Parties:**

The Contracting Parties, in coordination with the Agency, shall operate and maintain an ICF/IID facility at Insert Facility Address Here, which will do business and be known as the <u>Community Home</u> according to the substantive provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**.

The insert # here (_____) ICF/IID beds at the facility will primarily serve people who have severe to profound intellectual and developmental disabilities.

The Medicaid Facility Need Review (FNR) approval for the insert # here (_____) beds will be assigned to the Contracting party for the term of the Agreement. The Medicaid FNR approval for these beds may not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. The Medicaid FNR approval of the beds will automatically revert to the Department upon termination of the Agreement for any reason. The Contracting Party must document compliance with all local, state and federal regulatory requirements for operating an ICF/IID. The Contracting Party will be responsible for: paying fees and securing any needed licenses from the LDH Health Standards Section; obtaining all appropriate requisite inspections and approvals (e.g. Louisiana State Fire Marshal) and participation in LDH Health Standards Section surveys; documenting proof of compliance with all required Life Safety and Sanitation Codes as required; and maintaining certification for Medicaid funding and its enrollment with the Medicaid Fiscal Intermediary for payment through a vendor number.

2.2 Deliverables:

The Contracting Party shall:

• Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free

from deficiencies. If at any time the Contracting Party fails to meet any LDH Health Standards Section Conditions of Participation, the Contracting Party will be put on notice that failure to immediately conform to said "Conditions of Participation" may result in consideration for ending the Agreement;

- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Contracting Party must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of the Agreement;
- Provide opportunities for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities in accordance with LDH Health Standards Section requirements;
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of the Agreement prior to commencing services under the present CEA. Additionally, the Contracting Party shall provide documentation of financial resources and financial stability periodically upon the request of LDH throughout the term of this CEA;
- Primarily serve individuals who are leaving the publicly operated ICF/IIDs. Contracting Party will primarily serve individuals who have severe to profound intellectual disabilities and who require substantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive and therapeutic positioning and community integration. The medical needs of the INSERT # BEDS HERE (__) individuals may include, but not be limited to gastrostomy tubes, medication administration, oxygen therapy, dressing changes by a licensed nurse as ordered by a physician. Individuals may have the need for mobility devices such as wheelchairs, walkers, and gait belts, and up to total assistance with activities of daily living;
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of Agreement;
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the Agreement; including but not limited to the following areas: complex medical or behavioral needs and therapeutic services; adaptive equipment; and individuals who are non-ambulatory;
- Document an established relationship with a range of qualified professionals who will serve the up to INSERT # BEDS HERE (____) persons in the facility and have the experience to do so for the term of the Agreement;
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of the Agreement that meets LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IID, prior to commencing services under this CEA. Additionally, the Contracting Party shall provide training program documentation periodically upon request of LDH throughout the term of this CEA;
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of the Agreement, prior to commencing services under the CEA. Additionally, the Contracting Party shall provide such documentation periodically upon request of LDH throughout the term of this CEA;

- Continue to meet the criteria established in Attachment D "Procedures for Admission, Discharge & Monitoring" for all admissions and discharges for these beds for the term of the Agreement;
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
 - (1.) data collection and reporting;
 - (2.) quarterly reviews of trends and patterns;
 - (3.) interventions as appropriate; and
 - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for this facility (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by LDH;
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference;
- Properly licensed to do business in Louisiana and maintain certification of good standing with the Secretary of State for the term of the CEA;
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs;
- Assume responsibility for personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds; and
- Implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs.

2.3 Performance Measures:

Contracting Party will follow and participate in the quality management process detailed in Attachments A, B, D, D-1, and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually the Contracting Party's resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this Agreement. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facility's quality of service delivery and adherence to each resident's Individualized Service Plan; (2) the facility's response to problems or crises which may arise for the resident; and (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

2.4 Certification Statement(s):

Disclosure and Certification Statement (Attachment C), is attached hereto and made a part of by reference, to this Agreement, which must be fully completed, dated, and executed by a duly-authorized representative of the Contracting Party. Additionally, a copy of the signature authorization for the Parties signing on behalf of the Contracting Party is attached hereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Party shall provide written reports quarterly to the Agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The State/Agency shall monitor the Contracting Party's performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

ARTICLE III CONTRACT MONITORING

3.1 The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

3.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with State's

Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project,

any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze

Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

- 1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
- 2. Contact Contracting Party to secure any missing deliverables;
- 3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information, as needed; and
- 4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.

3.4 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV PAYMENT TERMS

4.1 There are no payments or exchange of funds between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement. The facility will be enrolled in Medicaid and shall remit claims for payment through LDH's Medicaid account as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facility or any special rate applicable to ICFs/IID operated through a CEA with the Department. Any specialty rate would be contingent on the CEA meeting the terms of the rule associated with the special rate. There will be no reimbursement for travel expenses or for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this Agreement will not be allowed for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

4.4 Taxes: There are no payments or exchange of funds between the Department and the Contracting Party, therefore tax payments do not apply.

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties.

ARTICLE V TERMINATION FOR CAUSE

5.1 The State may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement, provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may be required to continue operations for more than thirty (30) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical and behavioral needs in the period between notice of termination and the termination date of the CEA. LDH will ensure continuity of services upon such termination.

5.2 The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI TERMINATION FOR CONVENIENCE

6.1 The State may terminate the Agreement at any time by giving forty-five (45) days' written notice to the Contracting Party. The Contracting Party may be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical and behavioral needs in the period between the notice of termination and the termination date of the CEA.

6.2 The Contracting Party may terminate the Agreement at any time by giving ninety (90) days written notice to OCDD. The Contracting Party may be required to continue operations for up to ninety (90) days to allow OCDD time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical and behavioral needs in the period between the notice of termination and the termination date of the CEA.

ARTICLE VII OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contracting Party to the State at the Contracting Party's expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above-referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be subject of any copyright or application for copyright on behalf of Contracting Party.

ARTICLE VIII NON-ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX AUDITOR'S CLAUSE AND RECORD RETENTION

9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

9.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

ARTICLE X <u>AMENDMENTS IN WRITING</u>

10.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this Agreement.

ARTICLE XI TERM OF CONTRACT

11.1 This Agreement shall begin on July 1, 2020 and shall terminate on June 30, 2025, unless terminated

earlier as provided for in Articles V and VI. This Agreement is conditioned upon the approval of the Director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

ARTICLE XII DISCRIMINATION CLAUSE

12.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to 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 the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII INDEMNIFICATION; INSURANCE

13.1 Contracting Party's Insurance:

The Contracting Party shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contracting Party shall not allow any subcontractors to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contracting Party shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

13.2 Minimum Scope and Limits of Insurance:

The Contracting Party shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contracting Party, its agents, representatives, employees or subcontractors.

• Workers' Compensation:

Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

Commercial General Liability:

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

• Automobile Liability:

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

• Professional Liability (Errors and Omissions) Coverage :

Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.

• Medical malpractice coverage:

Should be provided for health care professionals providing services to residents.

13.3 Deductibles and Self-Insured Retentions:

The Contracting Party shall be responsible for all deductibles and self-insured retentions.

13.4 All Coverages:

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contracting Party or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contracting Party's policy.
- b. The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

13.5 Acceptability of Insurers:

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contracting Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Agreement.

13.6 Verification of Coverage:

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

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

Upon failure of the Contracting Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of LDH, may be suspended, discontinued or terminated. Failure of the Contracting Party to purchase and/or maintain any required insurance shall not relieve the Contracting Party from any liability or indemnification under the Agreement.

13.7 Workers' Compensation Indemnity:

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

13.8 Indemnification/Hold Harmless Agreement:

The Contracting Parties shall indemnify, save, and hold harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

13.9 Subcontractor Insurance:

Contracting Party shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. LDH reserves the right to request copies of subcontractor's Certificates at any time.

13.10 Indemnification and Limitation of Liability:

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Agreement.

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

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contracting

Party, retain such monies from amounts due Contracting Party, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

ARTICLE XIV PARTIAL INVALIDITY; SEVERABILITY

14.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV ENTIRE AGREEMENT; MODIFICATION

15.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersede any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

ARTICLE XVI CONTROLLING LAW

16.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVII LEGAL COMPLIANCE and REMEDIES FOR DEFAULT

17.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

17.2 Any claim or controversy arising out of this contract shall be resolved in accordance with the provisions of La. R.S. 39:1672.2-1672.4.

ARTICLE XVIII FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XIX EMPLOYMENT OF STATE PERSONNEL; NO AGENCY

19.1 The Contracting Parties certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and neither party is, or is to be considered the officer, agent, or employee of the other.

ARTICLE XX <u>ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE</u>

20.1 The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXI COVENANT AGAINST CONTINGENT FEES

21.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXII NO BOYCOTT OF ISRAEL

22.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Parties, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

ARTICLE XXIII <u>NOTICES</u>

23.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, addressed as follows:

If Notice to LDH:

If Notice to Contracting Parties:

Michael Kelly, Program Manager Office for Citizens with Developmental Disabilities 45439 Live Oak Drive Hammond, LA 70401 **INSERT AGENCY INFO HERE**

The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1). Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.

ARTICLE XXIV SUSPENSION OR DEBARMENT

24.1 The Contracting Parties has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

ARTICLE XXV ATTACHMENTS AND EXHIBITS

25.1 A listing of Attachments and Exhibits to this Agreement are found in Attachment E, Attachments and Exhibits. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT	, Louisiana on the day, of
WITNESSES:	INSERT AGENCY INFO HERE
	INSERT AGENCY INFO HERE
THUS DONE AND SIGNED AT	, Louisiana on the day, of
WITNESSES:	Louisiana Department of Health /Office for Citizens with Developmental Disabilities
	Julie Foster Hagan, Assistant Secretary, Office for Citizens with Developmental Disabilities

ATTACHMENT A

ATTACHMENT A	NAME OF CONTRACTING PARTY:
PLAN	INSERT AGENCY INFO HERE – Community Home
	NAME AND BRIEF NARRATIVE OF PROGRAM:
	To operate and maintain INSERT # HERE () ICF/IID beds at the Community Home
	in, Louisiana
	Activities and Related Performance Measures (Duplicate pages as needed for each goal
	tcomes/results for this program: Indicate the goals/objectives for this program. Indicate the
	oal, objective, outcome/result is measured. Identify activities that will be implemented to achieve
expected outcomes, the person(s) responsible for implementin	
1. Program Goal (Goals are the intended broad, long-term re	esults. Goals are clear statements of the general end purposes toward which efforts are directed.)
INSERT AGENCY NAME HERE will operate and maint	ain INSERT # HERE () ICF/IID beds to serve people with intellectual and developmental
	elopmental disabilities. Individuals supported at the time of the implementation of the CEA have
	stantial to total care of activities of daily living, mobility, hygiene, consumption of food, supportive
and therapeutic positioning and community integration.	
2. Program Objective(s) (Objectives are intermediate out	comesspecific, measurable steps towards accomplishing the goal They identify the expected
outcomes and results).	
Establish, operate and maintain ICF/IID beds for up to INS.	ERT # HERE () adults at INSERT FACILITY ADDRESS HERE
3. Relevant Activity (Activities) (An activity is a distinct sub	pset of functions or services within a program.)
Arrange all necessary tasks necessary for the operation of the	
	atory requirements for establishing and operating a residential facility.
	and securing a license from LDH Health Standards Section.
	als (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards
Section surveys.	
funding.	y and Sanitation Codes prior to occupancy; obtaining certification for Medicaid and
Continue enrollment with Unisys to maintain vendor number	er for navment
	, the Contracting Party must maintain compliance with all local, state and federal
laws, rules and regulations governing ICF/IID facilities.	, the contracting I arry must manitani compnance with an local, state and redefat
iaws, rules and regulations governing fer / iiD facilities.	

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and followup outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the "Office for Citizens with Developmental Disabilities Partnership in Quality Services" process (revised version) or other identified process, as applicable.

4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)

Quarterly Progress Reports (Attachment B of Agreement) Contract Monitoring Form (attachment D-1 of Agreement)

ATTACHMENT B

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

Name of Contracting Party			Date of Report		
Person Preparing Report			Title		
Telephone			E-mail		
Quarter	Jan – Mar	Apr – June	July – Sept	Oct - Dec	

Program Goal 1:					
Objective Activities Performed Performance Measure Data					
1.	1.a	•			
	1.b	•			
2.	2.a	•			
	2.b	•			

Program Goal 2:					
Objective	Activities Performed	Performance Measure Data			
1.	1.a	•			
	1.b	•			
2.	2.a	•			
	2.b	•			

Disclosure and Certification Statement

Contracting Party:	
Contracting Party's Mailing Address:	
Organization Type:	

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected

Names and Addresses of all key personnel responsible for the program or functions funded through this Agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.

(Name and Title of Contracting Party)

(Authorized Signature of Contracting Party)

Julie Foster Hagan, Assistant Secretary

(Authorized Signature of Contracting Party)

ATTACHMENT D

CEA Admission / Discharge, Monitoring and Transition Support

PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR THE ______ COMMUNITY HOME COOPERATIVE ENDEAVOR AGREEMENT

Updated: 9/12/13

I.	I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED				
#	Activity	Responsibility	Timelines		
1.	If there is a vacancy at the facility that the CEA provider wishes to fill, the CEA Provider will give the Contract Monitor written information regarding the admission criteria for the vacancy. This information should include, but is not limited to age, gender, ability to support medical needs, ability to support behavioral needs, mobility requirements.	CEA Provider	Upon notification by the CEA to the Contract Monitor		
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy and CEA Provider's request to fill vacancy.	Contract Monitor	Within 2 working days of notification.		
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise that the vacancy will not be filled at that time.	Program Manager	Within 5 working days of notification.		
4.	When Central Office (Program Manager) notifies the Contract Monitor of authorization to fill a vacancy the Contract Monitor will notify the TSO at Pinecrest Supports and Services Center and provide the demographic and support need criteria.	Contract Monitor	Within 2 working days of notification.		
5.	If there are individuals interested in admission to CEA Facility that have similar profiles to support needs identified, the TSO will provide the name and information of prospective referrals to the Contract Monitor for consideration for admission.	TSO, Contract Monitor, Program Manager	Within 10 working days of notification.		
	Program Manager and Deputy Assistant Secretary will review and make determination if admission is appropriate to facility.				
	Program Manager will advise Contract Monitor of determination. Contract Monitor will advise provider of determination, and if approved, will provide packet to provider for consideration for admission.				
6.	If the CEA Provider agency agrees that the admission is appropriate, the CEA provider will notify the Contract Monitor of acceptance or rejection of admission to the program.	CEA Provider	Within 10 working days of notification.		
7.	Together the Contract Monitor and the TSO will coordinate, with the CEA Provider, all requests for placement that result from the SSC. This includes communicating with the TSO at the SSC to have referral packets sent, ensuring that the CEA Provider hosts a site visit for the potential resident, and acting as liaison between the CEA provider and the SSC.	CEA Provider, Contract Monitor, TSO	Within 10 working days of notification.		
8.	If PSSC does not identify a current SSC resident who wants to move to the CEA facility, or, if no potential candidate's needs can be met by that CEA	Contract Monitor	Within 10 working days		

	facility, the Contract Monitor will notify Program Manager that there is an available vacancy. The CEA Provider may also notify the Local Governing Entity that there is a vacancy.		of notification.
9.	At the time the CEA provider identifies a potential candidate for admission to the CEA facility, CEA Provider will submit the following information to the Contract Monitor:	CEA Provider	At time candidate is identified
	 Name of Service Recipient Legal Status of Service Recipient Name of Provider and Support Coordinator, if applicable Living Setting moving from Copy of current CPOC or ISP List of current medications Reason for admission 		
10.	CEA Monitor will review and make recommendation to Program Manager. Program Manager will review and make recommendation to Assistant Deputy Secretary for final determination. Program Manager will advise Contract Monitor who will advise CEA Provider of final determination.	Contract Monitor, Program Manager	Within 10 working days of notification

II.	PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA	A FACILITY	
#	Activity	Responsibility	Timelines
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office.	CEA Provider, Contract Monitor, OCDD Central Office staff	
2.	 For planned and unplanned discharges, the CEA Provider will notify the Contract Monitor in writing of the following information: Name of Service Recipient Legal status of Service Recipient Name of New Provider Name of Support Coordinator, if applicable New Proposed Address for recipient Copy of CPOC or recommendations for ISP; if unplanned, list of support needs for person Reason for transition (moving to less restrictive setting; need for more intensive medical services – must include what needs are that can no longer be met at facility; etc.) Individual / family response to transition Most recent psychiatric and psychological evaluations, including diagnosis, medications, pending appointments, recent hospitalizations Most recent Medical / Health evaluations, including diagnosis, medications, pending appointments, recent hospitalizations Most recent Behavior Plan, Medical Plan, Nutritional Support Plan, Physical Support Plan, as indicated 	CEA Provider	
3.	CEA Provider will notify the Contract Monitor of any impending <i>un</i> planned discharge from the Facility at least 24 hours prior to the discharge of a	CEA Provider, Contract	Within 24 hours

	resident using a CEA placement, with information regarding future plan for continued services.	Monitor, Program Manager	
	 In addition to above information, the following will be included: What is the urgency for removal from current living setting? Detailed description of needs that cannot be met at the agency and why these needs cannot be met. Are behavioral or medical concerns indicated above new or was it known, and what has changed about person's presentation? If concerns are behavioral in nature, provide data for past year. If concerns are medical in nature, provide information on medical testing, prognosis, diagnoses. 		
	CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.		
	Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.		Within 2 working days
	CEA Provider may not move forward with discharge until response from CEA Monitor is received. OCDD will ensure prompt review of information and response.		
4.	CEA Provider will notify the Contract Monitor of any impending planned discharge from the facility, with information regarding future plans for person being discharged and information identified above.	CEA Provider, Contract Monitor, Program	30 days prior to the anticipated move date.
	This information must be sent at least 30 days prior to discharge; however, CEA Provider should advise Contract Monitor at time person is referred for transition.	Manager	nove date.
	CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.		
	Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.		
	CEA Provider may not move forward with discharge until response from CEA Monitor is received.		
5.	CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement. When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:	CEA Provider Administrator or Designee	Within 24 hours of death of resident.
	Name of Service RecipientLegal Status		

	 Date of Death Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) Medical diagnosis / diagnoses for which death was expected 		
	 When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death: Name of Service Recipient OTIS number (if applicable) Legal Status Date of Death Location of person at time of death (i.e. at facility, at hospital – provide name of hospital) Any medical diagnoses that may have contributed to death Circumstances surrounding death, including if abuse and/or neglect is suspected 		
6.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

III.	PROCEDURES FOR CONTRACT MONITORING		
#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received.	Contract Monitor	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow- up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly
7.	For those CEAs with state property update the Contract Monitoring Form regarding Inventory Issues / Concerns, State Property Moved in the Quarter, any Items Surplused in the Quarter, or any Tagged Items Reported as Damaged in the Quarter.	Contract Monitor	Quarterly
8.	Where applicable (for the large ICF/IID CEA facilities only) indicate any Capital Outlay / Major Repair projects.	Contract Monitor	As applicable
9.	Indicate on the Contract Monitoring Form any Other Significant Issues Identified.	Contract Monitor	Quarterly
10.	Complete the Louisiana State-Owned Property Listing if the CEA uses state property.	Contract Monitor	At opening and no less

	than semi-
	annually
	thereafter

IV.	TRANSITION AND TECHNICAL SUPPORT / PARTNERSHIP IN (QUALITY (TTS/P	PIQ)
#	Activity	Responsibility	Timelines
1.	CEA Provider will work cooperatively with the local Resource Center by participating in the Transition and Technical support / Partnership in Quality process for a one-year period for individuals who move into the CEA from another CEA or the Supports and Services Center. Other instances may apply. The Resource Center will use the most current transition data collection procedures, forms and timelines available during the TTS/PIQ period.	CEA Provider, Resource Center Staff	As identified in the most current process

Attachment D-1

Contract Monitor Quarterly Summary – Year ____

CEA Agency Name: ______Date of Report: _____

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

Quarterly Progress	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Report				
Date received				
Issues Identified in				
Progress Report				
Provider Response				
to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an "x" in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1	st Qua	rter			2 nd Qu	iartei	r		3 rd Qı	iartei	•	4	4 th Qu	larter	•
Cleanliness of Facility	E	G	F	Р	Е	G	F	Р	Е	G	F	Р	E	G	F	Р
Notes:																
Overall Facility	E	G	F	Р	Е	G	F	Р	E	G	F	Р	E	G	F	Р
Maintenance																
Notes:						<u> </u>										
Equipment for ADL's in Good Repair	E	G	F	Р	E	G	F	Р	E	G	F	Р	E	G	F	Р
Notes:																
Staff Following Support Plans	E	G	F	Р	E	G	F	Р	E	G	F	Р	E	G	F	Р
Notes:																
Individuals Engaged in Meaningful Activities	E	G	F	Р	E	G	F	Р	E	G	F	Р	E	G	F	Р
Notes:																
Individuals Treated in Respectful Manner	E	G	F	Р	E	G	F	Р	E	G	F	Р	E	G	F	Р
Notes:																

Notes regarding site visit:		

Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A/C/O	Visit	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up	Date
	Date(s)			Visit Date	Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 st Year												
2 nd Year												
3 rd Year												
4 th Year												
5 th Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

Other Significant Issues Identified:

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Attachment D-2

Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

Due As Indicated

Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- Devolution Public Protests or Demonstrations at Facilities
- □ Public Health Emergencies
- □ Incidents Involving Clients
 - o Death
 - If reported in OTIS, OTIS # copied to Contract Monitor at time of Health Standards notification
 - If not reported in OTIS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
 - o Abuse / Neglect
 - Allegation, OTIS # included in notification
 - Update
 - Final Report to include if substantiated / confirmed
 - Major Injury of known and unknown origin
 - Emergency Room / Hospitalizations
 - Transfer / Admission
 - Return to Facility
 - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
 - Elopement / Departure from Facility
 - Notification of Emergency Response Entity
 - Sensitive Situation
- □ Disasters

Other Reportable Incidents

- □ Admissions (Refer to Attachment D in CEA for additional detail)
 - Vacancy with demographic information at time of vacancy
 - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
 - Unplanned (Due 24 hours prior to discharge)
 - Planned (Due 30 days prior to discharge and date of discharge)
- □ When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
 - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
 - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
 - Notification will include the following
 - Current Status of residents (health and safety)
 - If plan to remain and shelter in place or evacuate facility
 - If facility has power (if lose power, notify Contract Monitor and Program Manager)
 - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
 - If there is an adequate fuel supply for generators
 - If there is an adequate supply of food and number of days of supply
 - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
 - If there is appropriate transportation should evacuation become necessary
 - Communication plan to remain in contact with facility
- □ Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- □ LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
 - Verbal or e-mail report due date surveyors arrive and date surveyors exit
 - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
 - Corrective Action Plan Due within 30 days of survey
- □ Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

Due Monthly (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- □ Critical Incident Information (Due by the 10th of the month for the previous month utilizing spreadsheet provided or similar format)
 - **Death** determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
 - Abuse/Neglect Allegation any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver responsible for care or by

other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- Abuse/Neglect Confirmation all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus).
- Major Medication Incident administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or selfadminister a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error).
- **Major Illness** any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers.
- **Major Injury** an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention.
- **Major Injury of Unknown Origin** any incident as described above, in which the agency does not have an identified source of the injury following investigation.
- **Injury of Unknown Origin** any incident that results in injury in which the agency does not have an identified source of the injury following investigation.
- **Major Behavioral Incident** an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression).
- Behavioral Restraint Use personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- Medical Restraint Use personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint.
- **Decubitus** any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician.
- Aspiration Pneumonia as diagnosed by treating physician.
- **Choking** total occlusion of the airway by a foreign object.

- **Falls** a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- **Person to Person Altercations** any incident in which two participants are engaged in physical altercation
- Sexual Contact among Individuals any incident of non-consensual sexual contact among individuals; if person's ability to consent to sexual activity is in question, must be reported as critical incident
- Self-Injurious Behavior SIB that requires first aid from nurse or health care professional
- Hospitalization admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- PICA ingestion of foreign object; attempts that are blocked do not need to be reported.
- **Bowel Obstruction** as diagnosed by treating physician.
- **Loss/Destruction of home** damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment.
- Involvement with law enforcement occurs when a participant, his/her staff, or others responsible for participant's care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime).
- **Consumer/Family Complaint** any incident in which a family member or consumer reports a complaint to the agency.

Due Quarterly – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- □ Progress Report Summary
 - Documentation of CEA outcomes, deliverables, performance measures and items from the agency's quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
 - Utilize "template" for reporting
 - o Due by 15th of April, July, October, January for previous quarter
- \Box List of staffing: Administration
- \Box Staffing schedule a current staffing schedule
- □ Current client listing by home
- □ Summary of findings and actions taken as a result of agency's quality checks
- □ ISP dates for upcoming quarter

Due Annually

- □ Policies, procedures, required plans (annually or during any quarter they have an update/revision):
 - Abuse/Neglect Policy
 - Emergency Planning Policy
 - o Incident Management Policy
 - o Emergency Evacuation Agreement and Plan
 - Quality Enhancement Plan
- □ Statement of financial stability
- □ ISP / ILP schedules (annually or as updated)
- □ Statement of good standing from the Secretary of State website (annually)
- □ Results of agency's satisfaction surveys
- □ Organization chart
- \Box Professional services list list of people contracted.
- □ Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

ATTACHMENT E

ATTACHMENTS AND EXHIBITS LIST

List of Attachments

Attachment A:	Program Plan				
Attachment B:	Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities				
Attachment C:	Disclosure and Certification Statement				
Attachment D:	CEA Admission / Discharge, Monitoring and Transition Support				
	Attachment D-1: Contract Monitor Quarterly Summary – Year				
	• Attachment D-2: Reporting / Documentation Requirements for CEA Facilities				
Attachment E:	Attachments and Exhibits List				