



**REQUEST FOR APPLICATIONS  
FOR  
BAYOU HEALTH OMBUDSMAN PROGRAM SERVICES**

**MEDICAID MANAGED CARE PROGRAM  
BUREAU OF HEALTH SERVICES FINANCING  
LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS**

**Application Due Date/Time: January 13, 2012  
4:00 PM CST  
Release Date: December 23, 2011**



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## All Interested Organizations:

The Louisiana Department of Health and Hospitals (DHH)/Medicaid Managed Care Program (MMCP) is seeking information from entities interested in providing Consumer Ombudsman services to recipients in BAYOU HEALTH through the issuance of a Request for Applications (RFA). It is the intent of DHH to award a social service contract for an amount not to exceed \$250,000 annually to provide these services.

### I. General Information

#### A. Background

The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. DHH 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.

DHH is comprised of the Bureau of Health Services Financing (BHSF) which is the single state Medicaid agency, Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.

DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

BHSF consists of the following Sections: Medicaid Managed Care Program (MMCP), Supplemental Payment Section, Medicaid Management Information System (MMIS), Financial Operations, Waivers and Supports, Behavioral Health, Policy & Planning, Pharmacy, Eligibility Field Operations, Eligibility Program and Policy, Eligibility Supports, Eligibility Special Services, and Eligibility Systems. MMCP has primary responsibility for implementation and ongoing operations of all Medicaid managed care delivery models, including, Managed Care Organization (MCO) and Primary Care Case Management (PCCM) models through BAYOU HEALTH.

#### B. Purpose of RFA

The purpose of this RFA is to solicit applications from organizations interested in providing assistance to help enrollees resolve issues and problems with BAYOU HEALTH - Health Plans. This will entail that the entity be of neutral stature and offer unique opportunities to be resourceful when providing options for problem solutions. The entity will be required to bring together all parties involved as necessary to resolve issues at the lowest level of intervention, to assist in the timely delivery of care and ongoing communication with Health Plan's Member Services. The entity will provide information, guidance, and advice to BAYOU HEALTH members to assist with the navigation of state fair hearings, plan grievance and appeal procedures, and less formal dispute options.

DHH is in the process of transitioning almost 900,000 Medicaid and LaCHIP recipients into two new models of Medicaid Managed Care. The new models which are being simultaneously implemented and are scheduled to begin "going live" on February 1, 2012 are the Managed Care Organization model which is being called Bayou Health - Prepaid and an enhanced Primary Care Case Management (PCCM) model which is being called Bayou Health - Shared Savings. The Program is being implemented in three phases (Feb 1, 2012, April 1, 2012, and June 1, 2012)

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with the effective date of enrollment dependent on the Geographic Service Area (GSA) in which the Medicaid or LaCHIP recipient lives.

For more information about BAYOU HEALTH, go to [www.MakingMedicaidBetter.com](http://www.MakingMedicaidBetter.com).

The contract may be funded up to \$250,000 for each twelve month period and anticipated start date and ending date of February 1, 2012 and ending January 31, 2015.

### **C. RFA Coordinator**

Requests for copies of the RFA and written questions or inquiries must be directed to the RFA coordinator listed below:

Nicola Carter  
Medicaid Program Monitor  
Medicaid Managed Care Program  
Department of Health and Hospitals  
628 North 4th Street, 7th Floor  
Baton Rouge, LA 70802  
Phone: 225-342-1462  
Fax: 225-376-4810  
Email: Nicola.Carter@la.gov

This RFA is available in pdf at the following link:

<http://www.makingmedicaidbetter.com>  
<http://new.dhh.louisiana.gov/>

All communications relating to this RFA must be directed to the DHH RFA coordinator named above. All communications between Proposers and other DHH staff members concerning this RFA are strictly prohibited. Failure to comply with these requirements may result in application disqualification.

### **D. Applicant Inquiries**

Each Proposer must carefully review this RFA including but not limited to the pro forma Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments").

Comments and questions must be made in writing and received by the RFA Coordinator no later than the Deadline for Receipt of Written Questions detailed in the Schedule of Events. This will allow for issuance of any necessary addenda. DHH reserves the right to amend answers prior to the application submission deadline.

The Proposer must provide an electronic copy of the comments in an MS Excel table in the format specified below:

Submitter Name	Document Reference (e.g., RFA, Appendix)	Section Number	Section Heading	Page Number in Referenced Document	Question
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Any and all questions directed to the RFA coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following link:

<http://www.makingmedicaidbetter.com>  
<http://new.dhh.louisiana.gov/>

The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFA shall constitute an addendum to this RFA.

Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFA Coordinator shall be considered binding.

### **E. Notice of Intent to Propose**

Each potential applicant should submit a Notice of Intent to Propose to the RFA Coordinator by the deadline detailed in the RFA Schedule of Events. The notice should include:

- Company Name
- Name and title of a contact person
- Mailing address, email address, telephone number, and facsimile number of the contact person

**NOTICE:** A Notice of Intent to Propose creates no obligation and is not a prerequisite for making an application.

### **F. Conditions for Ombudsman**

#### **Independence**

Contractor and its subcontractors shall be independent of any MCO, PIHP, PAHP, PCCM, or other health care provider in the State in which they provide ombudsman services. Contractor or subcontractor is not considered "independent" if it:

Is a MCO (BAYOU HEALTH – Prepaid Health Plan), PIHP, PAHP, PCCM or other health care provider in the State;

Is owned or controlled by an BAYOU HEALTH – Prepaid Health Plan, PIHP, PAHP, PCCM, or other health care provider in the State; or

Owns or controls a MCO (BAYOU HEALTH – Prepaid Health Plan), PIHP, PAHP, PCCM, or other health care provider in the State.

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### G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	Tentative Schedule
Public Notice of RFA	12/23/2011
Deadline for Submission of Notice of Intent	12/30/2011
Deadline for Receipt of Written Questions	1/5/2012
Deadline for Response to Written Questions	1/9/2012
Deadline for Receipt of Applications	1/13/2012
Application Evaluation Begins	1/16/2012
Contract Award Announced	1/20/2012
Contract Negotiations Begin	1/20/2012
Submittal to OCR-DOA for Approval	1/30/2012
Contract Begins	2/1/2012

### H. RFA Addenda

In the event it becomes necessary to revise any portion of the RFA for any reason, the Department shall post addenda, supplements, and/or amendments to all potential applicants known to have received the RFA. Additionally, all such supplements shall be posted at the following link:

<http://www.makingmedicaidbetter.com>  
<http://new.dhh.louisiana.gov/>

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### **I. Term of Contract**

The applicant shall be required to sign a contractCF-1 (See Attachment II) and a HIPAA Business Associate Agreement (See Attachment III) if awarded the contract.

### **J. Effective Date**

The anticipated contract effective date is February 1, 2012 through January 31, 2015; unless terminated prior to that date in accordance with state or federal law or terms of the contract. DHH reserves the right to adjust the contract period as it deems necessary.

### **K. Extensions**

If the Contractor is in compliance with the contract terms and conditions and upon mutual agreement of both parties, this contract may be renewed for two (2) subsequent twelve month periods.

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### II. SCOPE OF WORK

#### A. Project Overview

This RFA invites qualified applicants to provide ombudsman services to BAYOU HEALTH members for related support services in accordance with the specifications contained in this RFA.

This RFA, together with (i) any amendments issued by DHH prior to the due date for receipt of applications, (ii) the contents of the Procurement Library located at [www.MakingMedicaidBetter.com](http://www.MakingMedicaidBetter.com), and any other documents expressly designated by DHH prior to the due date for applications as being part of the RFA, are referred to collectively as the "RFA".

The application must describe in detail various options it will make available for the Ombudsman Program, including but not limited to technology; staffing and any planned innovative processes. Additionally, the application must include a detailed implementation plan. The implementation plan must demonstrate the contractor's proposed schedule to perform all requirements in the contract by contract begin date specified by DHH.

#### B. Contractor Deliverables

The contractor shall ensure the following:

- Establish and maintain professional relationships with BAYOU HEALTH Health Plans, DHH, DHH contractors, local community-based organizations, local public health departments, tribal agencies, advocacy groups and other interested parties, as appropriate, in order to:
  - Ensure that interactions with contractor are professional and for specific activities under this contract;
  - Coordinate ombudsman activities and cooperate with above listed organizations; and
  - Address individual or a pattern of enrollee issues.
- Answer inquiries, investigate, mediate, negotiate and otherwise resolve individual issues, concerns or complaints regarding BAYOU HEALTH. The Ombudsman Program approach shall support self-advocacy efforts and use informal mediation and negotiation strategies in individual cases as much as possible. If the contractor identifies patterns of enrollee issues or BAYOU HEALTH non-compliance issues while working on an individual issue, then the contractor may contact the Department directly, as deemed appropriate by DHH.
- Maintain strong lines of communication between contractor and the Department.
- Refrain from conducting counseling aimed at influencing an enrollee's decision about enrollment or disenrollment. The contractor may inform the enrollee about available choices and must refer to the member to the State's enrollment broker, Maximus.
- Train new contractor staff and provide ongoing training to all staff to ensure that staff is culturally competent, is knowledgeable about BAYOU HEALTH programs and the local community, maintains confidentiality and is providing accurate and reliable information to the public. The contractor shall contract with outside sources when necessary to provide such training, at no additional cost to DHH. Staff training and competency areas must include:

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- Conflict resolution and mediation skills;
  - Characteristics and needs of the target populations served by BAYOU HEALTH;
  - Full range of health services available to recipients;
  - Knowledge of functional and financial eligibility requirements for programs within Louisiana Medicaid;
  - Maintaining confidentiality and HIPAA compliance;
  - Understanding of Maximus' duties and responsibilities;
  - Existing mechanisms included in Louisiana Medicaid programs for advocacy, mediation, and conflict resolution and when and how to contact DHH in resolving issues for enrollees;
  - The contractual requirements of BAYOU HEALTH - Health Plans, and Maximus;
  - Cultural competence; and
  - Appropriate investigative skills and techniques.
- Ensure contractor staff are available to attend all meetings and trainings required by DHH. This may include a workgroup with BAYOU HEALTH - Health Plan staff, Maximus, and DHH.
  - Participate in meetings and trainings with the State, Maximus, and BAYOU HEALTH - Health Plans.
  - Accept all referrals for ombudsman services from DHH and BAYOU HEALTH - Health Plans.
  - Make a good faith effort to work with all self-referrals and consumers referred by another source.
  - Utilize and timely input all required information in BAYOU HEALTH'S Complaint Tracking System developed by Maximus for all complaints received.
  - Help enrollees understand ways they can complain, both formally and informally;
  - Provide referrals to other regulatory agencies such as Division of Administrative Law (DAL).
  - Collect and analyze data for the purpose of quality improvement and making reports to DHH on ombudsman activities under this contract.
  - Maintain availability of attorney consultation for contractor, as appropriate.
  - Provide information and examples of patterns of health plans noncompliance to DHH and directly to health plans when determined by DHH to be appropriate.
  - Respond to telephone calls between the hours of 8:30 a.m. to 5:00 p.m. Monday through Friday, except for official State holidays.

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- Follow DHH approved procedures for tracking all telephone inquiries; and
- Ensuring that the following performance outcome is met:
  - Follow-up is made on 95 percent of all calls by the end of the next business day, and 100 percent within two business days.
- Develop policies, procedures and protocol for operation of the program and modify them as needed. All policies, procedures and protocols must be submitted to DHH for review and approval prior to implementation; and revisions must be submitted thirty (30) days prior to implementation for approval.
- Implement and train staff on approved policies, procedures and protocols.
- Develop a plan for education and outreach strategy and informational materials to ensure that the Ombudsman Program's services are known to enrollees or potential enrollees and to enable BAYOU HEALTH members to become more effective in advocating for their own rights. The plan shall be submitted to DHH for review and approval before implementation. DHH has the authority to define the scope of education and outreach strategy and materials. The purpose of education and outreach shall be to ensure that enrollees and potential enrollees understand their rights and protections, grievance and appeal options and the services available under the Ombudsman Program.
- Develop record keeping forms and an electronic file system.
- Train staff on the use of an electronic workload and case tracking system that meets DHH requirements.
- Provide information and referral services for recipients as appropriate.

### **C. Reporting and DHH Monitoring**

The contractor will be required to provide timely and accurate management reporting as specified by DHH. DHH reserves the right to add or delete reports as it deems appropriate. The contractor shall submit the format for all reports to DHH for approval. All reports shall be submitted electronically in the timeframe specified and format approved by DHH. The contractor shall be required to make any changes in the reports as specified by DHH within thirty (30) days from request by DHH.

Due dates for reports for all reports shall be the following unless otherwise specified by DHH:

Monthly = Month of the Year

Quarterly = Calendar Quarter (Jan – March, April-June, July- Sept, and Oct – Dec)

Annual = Jan – Dec

Contract Annual = 12 months from the effective date of the contract.

Final reporting requirements will be determined by DHH. The contractor shall submit samples of reports for DHH approval within thirty days from the date the contractor signs the contract with DHH.

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### Report Submission Timeframes

Unless otherwise specified, deadlines for submitting files and reports are as follows:

- a. Daily reports and files shall be submitted within one (1) business day following the due date;
- b. Weekly reports and files shall be submitted on the Wednesday following the reporting week;
- c. Monthly reports and files shall be submitted within fifteen (15) calendar days of the end of each month;
- d. Quarterly reports and files shall be submitted by April 30, July 30, October 30, and January 30, for the quarter immediately preceding the due date;
- e. Annual reports and files shall be submitted within thirty (30) calendar days following the twelfth (12th) month; and
- f. Ad Hoc reports shall be submitted within three (3) business days from the agreed upon date of delivery.

### Monthly Activity Report

The contractor shall provide monthly activity report to DHH that includes at a minimum:

- Period covered by report;
- Number of contacts made by recipients;
- Health Plan associated with recipient (if applicable)
- Target population of recipient;
- Contact source (member, legal representative, friend, legislator, DHH, etc);
- Type of contact made with recipient (telephone, face to face, other);
- Issue(s) prompting contact;
- Result/Outcome for the recipient:
  1. Resolved to recipients full satisfaction;
  2. Resolved to recipients partial satisfaction;
  3. Not resolved to any satisfaction for the recipient;
  4. Recipient withdrew issue or expired before investigation;
  5. Resolution requires government policy or regulatory change or legislative action;
  - and
  6. Referred to another agency.
- Hours spent to resolve a consumer's case;
- Number of cases opened this period and at what stage (informal negotiation, health plan appeal/grievance or state fair hearing);
- Total number of active cases;
- Average days to resolve a case; and
- Number of contacts that required language translation reported by the language that was translated.

### Quarterly Report

The provider will provide quarterly report to DHH that includes at a minimum:

- Period covered by report;
- Accumulative data from the monthly report(s) for the period covered;

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- Identify the number of resolved cases that were individual issues and number of resolved cases that identified pattern of member issues or health plan noncompliance issues; and
- Identification of outreach efforts to the public regarding the Ombudsman program.

### Annual Report

The provider will submit annual report based on the calendar year to DHH that includes at a minimum:

- Period covered by the report;
- Accumulative data from the quarterly reports for the period covered;
- Discussion of identified patterns in the number or types of complaints and non-compliance patterns that may contribute to these patterns; and
- Recipient Satisfaction Survey results data.

### Ad Hoc Reports

The Contractor shall prepare and submit any other reports as required and requested by DHH, any of DHH designees, and/or CMS, that is related to the Contractor's duties and obligations under the Contract. Information considered to be of a proprietary nature shall be clearly identified as such by the Contractor at the time of submission. DHH will make every effort to provide a thirty (30) day notice of the need for submission to give the Contractor adequate time to prepare the reports.

### Financial Reports

The successful applicant will be required to provide electronic monthly, quarterly and annual and contract year end reporting of revenues and expenditures in accordance with the requirements set forth in the final contract. The successful applicant must be able to satisfy the financial reporting requirements on the contract start date.

Annual reporting will include a certified annual audit report, performed by an independent certified public accountant. This report will be delivered within 180 days after the close of the contractor's fiscal year. The audit shall be performed in accordance with the applicable federal and state audit requirements, which could include:

Federal OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations (on line at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars));

In the event that the successful applicant fails to secure an audit, the Department reserves the right to conduct the audit and charge the costs back to that organization.

### Errors

The contractor agrees to prepare complete and accurate reports for submission to DHH. If after preparation and submission, an error is discovered either by the contractor or DHH; the contractor shall correct the error(s) and submit accurate reports within fifteen (15) calendar days from the date of discovery by the contractor or date of written notification by DHH (whichever is earlier). DHH may at its discretion extend the due date if an acceptable corrective action plan has been submitted and the contractor can demonstrate to DHH's satisfaction the problem cannot be corrected within fifteen (15) calendar days.

Failure of the contractor to respond within the above specified timeframes may result in a loss of any money due the contractor and the assessment of liquidated damages as provided in Administration Actions, Monetary Penalties and Sanctions Section of this RFA.

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### **D. Resources Available to Contractor**

The Department will have assigned staff who will be responsible for primary oversight of the Contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

### **E. Ongoing Contract Monitoring**

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

- a. DHH or its designee shall coordinate with the contractor to establish the scope of review, relevant time frames for obtaining information, and the criteria for review.
- b. DHH or its designee will, at a minimum annually, monitor the operation of the contractor for compliance with the provisions of this Contract, and applicable federal and state laws and regulations. Inspection may include the contractor's facilities, as well as auditing and/or review of all records developed under this Contract including, but not limited to, financial records, review of the management systems and procedures developed under this Contract and any other areas or materials relevant or pertaining to this Contract.
- c. The contractor shall provide access to documentation, medical records, premises, and staff as deemed necessary by DHH.

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

### **F. Corrective Action**

When DHH establishes that the contractor is out of compliance with any of the requirements outlined in this RFA or contract activities, the contractor will be required to provide corrective action plans to ensure that the goals of the program will be met. DHH may levy penalties commensurate with the offense at its discretion.

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### III. REIMBURSEMENT

#### A. Deliverables (Payments)

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the Department.

#### B. Contractor Reimbursement

DHH, or its fiscal intermediary, shall make a monthly payment for services rendered by contractor. The contractor shall agree to accept, as payment in full, the amount established by DHH pursuant to the Contract, and shall not seek additional payment from the Department, for any unpaid cost.

#### C. Payment Adjustments

In the event that an erroneous payment was made to the contractor, DHH shall reconcile the error by adjusting the contractor's next monthly payment.

#### D. Contractor Payment

Invoices are due to the contract monitor no later than the tenth (10th) of the month following the month of rendering the invoiced services.

The contractor shall agree to accept payments as specified in this section and have written policies and procedures for receiving and processing payments and adjustments. Any charges or expenses imposed by a financial institution for transfers or related actions shall be borne by the contractor.

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### IV. STAFFING

The contractor will house the BAYOU HEALTH Ombudsman Program and will fulfill the role of an employer for the individuals that staff the program. This responsibility includes:

- Maintaining the integrity and reputation of the organization that houses the Ombudsman Program;
- Supervising the contractor staff and managing the staff and program evaluations;
- Assuring community awareness and access through public education and information;
- The provision of assistance that is geographically accessible to enrollees and potential enrollees of Louisiana Medicaid and their families and guardians;
- Administrative support such as payroll, payroll taxes, office equipment, telephone, postage and travel and training costs; and
- Supporting the IT needs of the office through software programs and equipment.

#### A. Staff Selection and Qualifications

Staff qualifications are expected to meet the highest standards of performance. Staff must demonstrate the ability to conduct professional investigations of complaints, provide clear and accurate information; outreach and technical assistance to clients have knowledge of conflict resolution, and to work effectively with enrollees, health plans and providers. They must possess the actual skills and expertise to perform this work independently and with great integrity. A criminal background check of staff by the contractor organization will be required prior to hiring.

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### VI. ADMINISTRATIVE ACTIONS, MONETARY PENALTIES, & SANCTIONS

#### A. Administrative Actions

DHH shall notify the contractor through a written Notice of Action when it is determined the contractor is deficient or non-compliant with requirements of the Contract. Administrative actions exclude monetary penalties, intermediate actions and termination and include, but are not limited to:

- a. A warning through written notice or consultation;
- b. Education requirement regarding program policies and billing procedures. The contractor may be required by DHH to participate in a provider education program as a condition of continued participation. Contractor education programs may include a letter of warning or clarification on the use and format of provider manuals; instruction on the use of procedure codes; review of key provisions of the Medicaid Program; instruction on reimbursement rates; instructions on how to inquire about coding or billing problems; and quality/medical issues;
- c. Referral for review by appropriate professional organizations;
- d. Referral to the Office of the Attorney General for fraud investigation; and/or
- e. Require submission of a corrective action plan.

#### B. Monetary Penalties

- a. The purpose of establishing and imposing monetary penalties is to provide a means for DHH to obtain the services and level of performance required for successful operation of the Contract. DHH's failure to assess monetary penalties in one or more of the particular instances described herein will in no event waive the right for DHH to assess additional monetary penalties or actual damages.
- b. The decision to impose monetary penalties shall include consideration of the following factors:
  - i. The duration of the violation;
  - ii. Whether the violation (or one that is substantially similar) has previously occurred;
  - iii. The contractor's history of compliance;
  - iv. The severity of the violation and whether it imposes an immediate threat to the health or safety of the Medicaid members; and
  - v. The "good faith" exercised by the contractor in attempting to stay in compliance.

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c. Monetary Penalties may include but not be limited to:

TABLE OF MONETARY PENALTIES	
FAILED DELIVERABLES	SANCTION
Operations Start Date	Up to one thousand dollars (\$10,000.00) per calendar day for each day beyond the Operations Start Date that the contractor is not operational until the day that the contractor is operational, including all systems.
Reports	Up to three hundred dollars (\$300.00) per calendar day for each day report is received after the due date or incorrect.
<p style="text-align: center;"><b>Telephone Center</b></p> <ul style="list-style-type: none"> <li>• Follow-up is made on 95 percent of all calls by the end of the next business day, and 100 percent within two business days.</li> </ul>	One hundred dollars (\$100.00) for each percentage point for each standard that fails to meet the requirements for a monthly reporting period.
<i>Ad Hoc</i> Reports as required by this Contract or upon request by DHH.	Up to three hundred dollars (\$300.00) per calendar day for each business day that a report is late or incorrect.

DHH shall utilize the following guidelines to determine whether a report is correct and complete:

- a. The report must contain 100% of the contractor's data; and
- b. 99% of the required items for the report must be completed; and
- c. 99.5% of the data for the report must be accurate as determined by edit specifications/review guidelines set forth by DHH.

**C. Corrective Action**

DHH may require a corrective action plan to be developed and approved by DHH in situations where sanctions may be imposed. DHH shall approve and monitor implementation of such a plan and set appropriate timelines to bring activities of the contractor into compliance with contract requirements. DHH may monitor via required reporting on a specified basis and/or through on-site evaluations, the effectiveness of the plan. Before

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imposing monetary sanctions, DHH shall give the contractor timely written notice that explains the basis and nature of the sanction and any other due process protections that DHH elects to provide.

Whenever monetary penalties for a single occurrence exceed \$1,000.00, DHH staff will meet with contractor staff to discuss the causes for the occurrence and to negotiate a reasonable plan for corrective action of the occurrence. Once a corrective action plan has been approved by DHH, collection of monetary penalties during the agreed upon corrective action period will be suspended. The corrective action plan must include a date certain for the correction of the occurrence. Should that date for correction be missed by the contractor, the original schedule of monetary penalties will be reinstated, including collection of monetary penalties for the corrective action period, and monetary penalties will continue until satisfactory correction as determined by DHH of the occurrence has been made.

### **D. Additional Sanctions**

Nothing contained herein shall prohibit DHH from imposing additional sanctions, including monetary penalties, for violations of federal or state law, rule, or regulations or non-compliance of the terms of the contract.

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## Request For Applications for Bayou Health Ombudsman Services

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### V. Proposal Submissions and Evaluation

#### A. Application Submission

All applications must be received by the due date and time indicated on the Schedule of Events. Applications received after the due date and time may not be considered. It is the sole responsibility of each applicant to assure that its application is delivered at the specified location prior to the deadline. Applications which, for any reason, are not so delivered will not be considered.

Proposer must submit one (1) original and should submit four (4) copies of applications. One electronic copy of the application must also be submitted with the original. Applications, with the exception of the electronic copy, must be submitted in hard copy form, no facsimile or emailed applications will be accepted.

Applications must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

**Nicola Carter**  
**Department of Health and Hospitals**  
**Medicaid Managed Care Program**  
**628 N 4<sup>th</sup> Street, 7th Floor**  
**Baton Rouge, LA 70802**

If delivered via US Mail:

**Nicola Carter**  
**Department of Health and Hospitals**  
**Medicaid Managed Care Program**  
**P.O. Box 91030**  
**Baton Rouge, LA 70821-9030**

#### B. Application Content

As this is the only information evaluators will be given, applicants are cautioned to provide the most complete information possible when submitting the following application requirements.

##### 1. Organizational Experience - (Up to 20 points)

- a. Describe your experience and expertise in providing services necessary to fulfill the role of an ombudsman organization as described in this RFA or for any managed care system. Specify the projects, dates, and results, if appropriate. Also, please include the following information in your answers, as appropriate:
  - i. Names, types and scope of programs managed;
  - ii. A brief description of the type of services provided (for example, legal representation or mediation and conflict resolution);
  - iii. Number of clients served;

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## Request For Applications for Bayou Health Ombudsman Services

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- iv. The type of clients served (e.g. pregnant women, children, parents of enrolled children, elderly, persons with physical or developmental disabilities);
  - v. Length of time your organization was involved in the programs described; and
  - vi. Geographic location(s) where services were provided.
- b. Describe your organization's experience and expertise in:
- i. Providing advocacy or ombudsman services to clients regarding both acute and primary health services, and managed care organizations. Emphasize experience working with state-based programs, such as Medicaid programs, and experience with managed care organizations.
  - ii. Providing education, support and referral services to individuals within managed care programs, or their families.
  - iii. Conflict resolution and negotiation.
  - iv. Working with clients who have low-incomes, have a disability, or for whom English is not their primary language.
  - v. Collaborating with community-based organizations (e.g., advocacy groups, public health, cultural associations etc.).

### **2. Technical Experience and/or Capacity and Physical Resources (Up to 30 points)**

Describe your organization's experience and/or capacity to do the following:

- a. Create user-friendly material/website for publicizing the existence of your organization.
- b. Provide physical space and both computer and informational support to staff state-wide.
- c. Ability to track information and develop monthly, quarterly, annual and ad hoc reports.
- d. Complete Attachment IV outlining how the applicant proposed to allocate the \$250,000 funding proposed by DHH.

### **3. Organizational Structure and Mission (Up to 15 points)**

- a. Include an organization chart that identifies clear lines of authority and shows where overall responsibility for the Louisiana BAYOU HEALTH Ombudsman Program will lie if your organization becomes the contractor for the program.
- b. Discuss how your organizational structure promotes accountability for carrying out program functions and responsiveness to customers.

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## Request For Applications for Bayou Health Ombudsman Services

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- c. Please include a copy of your mission statement and discuss how your organization's mission is consistent with the goals of Louisiana Medicaid program.
- d. Discuss the composition of your governing board including the cultural, ethnic and economic diversity of the board, and the professional expertise of the members. Please include the proportion of board members who are consumers.

#### 4. Qualifications for Staff (Up to 30 points)

Describe how your agency either has existing qualified personnel, or plans to hire staff, that will be capable of supporting Ombudsman Program activities. Include:

- a. The specifications for hiring appropriate staff. Include minimum staff education and/or experience requirements to assure ombudsmen can effectively interact with consumers, BAYOU HEALTH and other organizations, as well as understand complex systems, such as the Medicaid eligibility system, necessary to resolve consumer problems.
- b. Your recruitment plan for attracting the most qualified applicants to provide services statewide.
- c. Your timeline for hiring and having adequate staff fully trained by the effective date of the contract.
- d. How your agency will be flexible regarding staffing needs based on the number of contacts coming from the various areas of the state, and the needs created as expansion continues to bring BAYOU HEALTH to new areas of the State.

#### 5. Project Management Staff (Up to 15 points)

Describe the following:

- a. The role, qualifications, and experience of the individual(s) who will be directly responsible to the Department for the success of the program. (If this is an existing staff person, please include a resume.)
- b. The role, qualifications and experience of the individual(s) who will be supervising the contractor staff. (If this is an existing staff person, please include a resume.)

#### 6. Staff Training and Competencies (Up to 30 points)

- a. Discuss your plan and timeline for assuring staff have knowledge and competencies in:
  - i. Louisiana Medicaid programs;
  - ii. Conflict resolution and mediation skills;
  - iii. The characteristics and needs of the target populations served by BAYOU HEALTH;
  - iv. The full range of health services available to BAYOU HEALTH enrollees;

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## Request For Applications for Bayou Health Ombudsman Services

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- v. Functional and financial eligibility requirements for Louisiana Medicaid programs;
  - vi. Maintaining confidentiality and HIPAA compliance;
  - vii. Identification of individual personal experience outcomes;
  - viii. Existing mechanisms included in the Louisiana Medicaid programs for advocacy, mediation and conflict resolution and how to access those mechanisms for consumers;
  - ix. BAYOU HEALTH contractual requirements with emphasis on provider network requirements, access to services, care planning, service authorization and the grievance and appeal processes;
  - x. The contractual requirements of the Health Plans; and
  - xi. Cultural competence.
- b. Discuss how you will provide opportunities for staff to develop problem-solving skills and to be involved in further learning.
  - c. Discuss how you will provide staff with access to specialized knowledge and skills when needed. For instance, will you provide in-house experts in particular clinical areas?

### 7. Quality Assurance (Up to 20 points)

- a. Describe how you will monitor the following:
  - i. Awareness of and sensitivity to the cultural and ethnic characteristics of your clients;
  - ii. Confidentiality of client information is maintained;
  - iii. Respect and accommodation for persons with disabilities; and
  - iv. The information being given to clients is accurate.
- b. Describe your organization's experience working with program evaluation to discern and effectively communicate and act upon quality assurance data and results.
- c. Describe your plan for utilizing information obtained from users of the Ombudsman Program to determine your success in providing timely, accurate, and courteous service to the BAYOU HEALTH population. Include how the results will be reported to the Department and how they will be used to improve customer service.

### C. Application Content

Applicant must submit a signed certification statement (Attachment 1) with their proposal.

Applications should include information that will assist the Department in determining the level of quality and timeliness that may be expected. DHH shall determine, at its sole discretion, whether or not the RFA provisions have been reasonably met. The Application should describe the

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## Request For Applications for Bayou Health Ombudsman Services

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background and capabilities of the applicant, give details on how the services will be provided. Work samples should be included as part of the application.

Applications should address how the applicant intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

Applications should define applicant's functional approach in providing services and identify the tasks necessary to meet the RFA requirements of the provision of services, as outlined in the RFA.

The Proposer may not submit the Proposer's own contract terms and conditions or other requirements in a response to this RFA.

### **D. Application Scoring**

Accepted applications will be reviewed by an evaluation committee and scored against the stated criteria. An applicant may not contact any member of an evaluation committee except at the State's direction. The committee may request interviews and use the results in scoring the applications.

#### **a. Evaluation Criteria**

The applications will be scored using the following criteria:

<b>Description</b>	<b>Up to Points</b>
Organizational Experience	20
Technical Experience and Physical Resources	30
Organizational Structure and Mission	15
Qualifications of Staff	30
Project Management Staff	15
Staff Training and Competencies	30
Quality Assurance	20
Total	160

#### **b. Award and Final Offer**

The State will compile the final scores for each application. The award may be granted to the highest scoring responsive and responsible applicant.

#### **c. Announcement of Award**

DHH will recommend contract award to the proposal that is deemed to be in the best interest of DHH. DHH reserves the right to not award a contract from this Request for Applications.

#### **d. Notification of Intent to Award**

All vendors who respond to this RFA will be notified in writing of the State's determination of approval or non-funding of their application.

## **Request For Applications for Bayou Health Ombudsman Services**

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### **e. Public Information**

After notification of the intent to award is made, and under the supervision of Department staff copies of applications will be available for public inspection. No application submitted to the State should be designated as entirely confidential, and any application so marked will be considered public information.

# Request For Applications for Bayou Health Ombudsman Services

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## Attachment I- Certification Statement

### CERTIFICATION STATEMENT

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

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

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

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

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

1. The information contained in its response to this RFA is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFA.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFA.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have \_\_\_\_\_ business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov)).

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Request For Applications for Bayou Health Ombudsman Services

Attachment II- DHH CF 1

<b>CFMS:</b> <b>DHH:</b> <b>AGENCY #</b>
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DHH - CF - 1

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

AND

FOR

Personal Services   
  Professional Services   
  Consulting Services   
  Social Services

1) <b>Contractor (Legal Name if Corporation)</b>	5) <b>Federal Employer Tax ID# or Social Security #</b> (11 digits)		
2) <b>Street Address</b>	6) <b>Parish(es) Served</b>		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">City and State</td> <td style="width: 50%; border: none;">Zip Code</td> </tr> </table>	City and State	Zip Code	7) <b>License or Certification #</b>
City and State	Zip Code		
3) <b>Telephone Number</b>	8) <b>Contractor Status</b>		
4) <b>Mailing Address (if different)</b>	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">City and State</td> <td style="width: 50%; border: none;">Zip Code</td> </tr> </table>	City and State	Zip Code	8a) <b>CFDA#(Federal Grant #)</b>
City and State	Zip Code		

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

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

10) **Effective Date**

11) **Termination Date**

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

13) **Maximum Contract Amount**

14) **Terms of Payment**

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

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:**

**Name**

**Title**

**Phone Number**

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

## Request For Applications for Bayou Health Ombudsman Services

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.

## **Request For Applications for Bayou Health Ombudsman Services**

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7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the

## Request For Applications for Bayou Health Ombudsman Services

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contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.



**Attachment III- HBAA**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

A. Purpose

The Louisiana Department of Health and Hospitals (Covered Entity) and Contractor (Business Associate) agree to the terms of this Agreement for the purpose of protecting the privacy of individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 ("HIPAA"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations"); and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005 ("ARRA") in performing the functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract between the parties.

B. Definitions (Other terms used but not defined shall have the same meaning as those terms in the HIPAA Privacy Rule.)

1. Business Associate means the same as "business associate" in 45 CFR § 160.103.
2. Covered Entity means DHH.
3. Designated Record Set means the same as "designated record set" in 45 CFR § 164.501.
4. Individual means the same as "individual" in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
5. Privacy Rule means the HIPAA Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E).
6. Protected Health Information (PHI) means the same as the term protected health information in 45 CFR § 160.103, limited to information received by Agency from Covered Entity.
7. Required By Law means the same as "required by law" in 45 CFR § 164.103, and other law applicable to the PHI disclosed pursuant to the Contract.
8. Secretary means the Secretary of the Department of Health and Hospitals or designee.
9. Security Standards shall mean the Security Standards at 45 C.F.R. Part 160 and

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## Request For Applications for Bayou Health Ombudsman Services

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Part 164, as may be amended.

10. Electronic PHI shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
11. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system or its current meaning under 45 C.F.R. § 164.304.

C. Business Associate Provisions

Business Associate agrees to:

1. Not use or disclose PHI other than as permitted or required by the Contract or as required by law.
2. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in the Contract.
3. Mitigate to the extent practicable, any harmful effect known to Business Associate if it uses/discloses PHI in violation of the Contract.
4. Immediately report to Covered Entity any breaches in privacy or security that compromise PHI. Security and/or privacy breaches should be reported to:  
Louisiana Department of Health and Hospitals  
Bureau of Legal Services  
Post Office Box 3836  
Baton Rouge, Louisiana 70821  
Phone: (225) 342-1112  
Fax: (225) 342-2232

The Report should include a detailed description of the breach and any measures that have been taken by the Business Associate to mitigate the breach.

DHH may impose liquidated damages of \$300 per day from the date that the Business Associate knew or should have known of any breach in privacy or security that compromises PHI to the date that DHH becomes aware of the breach.

DHH may impose liquidated damages of up to \$25,000 for any breach in privacy or security that compromises PHI.

4. Ensure that any agent/contractor to whom it provides PHI agrees to the same restrictions/conditions that apply to the Business Associate in this Agreement.

## **Request For Applications for Bayou Health Ombudsman Services**

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6. If the Business Associate has PHI in a designated record set: (1) provide access at Covered Entity's request to PHI to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR § 164.524; (2) make any amendment(s) to PHI in a designated record set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526.
7. Make its internal practices, books, records, and policies/procedures relating to the use/disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
8. Document Business Associate disclosures of PHI, other than disclosures back to Covered Entity, and related information as would be required for Covered Entity to respond to a request for an accounting of PHI disclosures in accordance with 45 CFR § 164.528.
9. Provide to Covered Entity or an individual, as designated by Covered Entity, information collected in accordance with Section C.8 of this Agreement, to permit Covered Entity to respond to a request for an accounting of PHI disclosures in accordance with 45 CFR § 164.528.
10. Encrypt all PHI stored on portable devices. Portable devices include all transportable devices that perform computing or data storage, manipulation or transmission including, but not limited to, diskettes, CDs, DVDs, USB flash drives, laptops, PDAs, Blackberrys, cell phones, portable audio/video devices (such as iPods, and MP3 and MP4 players), and personal organizers.
11. Otherwise, not re-disclose Covered Entity PHI except as permitted by applicable law.
12. Be liable to Covered Entity for any damages, penalties and/or fines assessed against Covered Entity should Covered Entity be found in violation of the HIPAA Privacy Rule due to Business Associate's material breach of this section. Covered Entity is authorized to recoup any and all such damages, penalties and/or fines assessed against Covered Entity by means of withholding and/or offsetting such damages, penalties, and/or fines against any and all sums of money for which Covered Entity may be obligated to the Business Associate under any previous contract and/or this or future contracts. In the event there is no previous contractual relationship between the Business Associate and Covered Entity, the amount to cover such damages, penalties and/or fines shall be due from Business Associate immediately upon notice.

D. Permitted Uses and Disclosures by Business Associate

## **Request For Applications for Bayou Health Ombudsman Services**

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1. Except as limited in the Contract, Business Associate may use PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use would not violate the Privacy Rule if done by Covered Entity or Covered Entity's privacy practices. Unless otherwise permitted in this Agreement, in the Contract or required by law, Business Associate may not disclose/re-disclose PHI except to Covered Entity.
2. Except as limited in this Agreement, Business Associate may use/disclose PHI for internal management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, as needed for Business Associate to provide its services under the Contract.
3. Except as limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
4. Business Associate may use PHI to report violations to appropriate Federal or State authorities as permitted by § 164.502(j)(1).

### **E. Covered Entity Provisions**

Covered Entity agrees to:

1. Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Notify Business Associate of any restriction to the use/disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use/disclosure of PHI.
4. Not request Business Associate to use/disclose PHI in any manner not permitted under the Privacy Rule if done by Covered Entity.

### **F. Term and Termination**

1. The terms of this Agreement shall be effective immediately upon signing of both the Contract and this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is returned to Covered Entity, or, if it is infeasible to return PHI, protections are extended to such PHI in accordance with the termination provisions in this Section.

## **Request For Applications for Bayou Health Ombudsman Services**

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- a. Upon its knowledge of a material breach by Business Associate, Covered Entity shall either: Allow Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- b. Immediately terminate the Contract if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

### **2. Effect of Termination**

- a. Except as provided in paragraph (b) below, upon termination of the Contract, Business Associate shall return all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI in the possession of Business Associate's contractors or agents. Business Associate shall retain no copies of the PHI.
- b. If Business Associate determines that returning the PHI is infeasible, Business Associate shall notify Covered Entity of the conditions that make return infeasible. Upon mutual agreement of the parties that return of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI.

### **G. Security Compliance**

Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity, and will require that its agents and contractors to whom it provides such information do the same. Further, Business Associate agrees to comply with Covered Entity's security policies and procedures. Business Associate also agrees to provide Covered Entity with access to and information concerning Business Associate's security and confidentiality policies, processes, and practices that affect electronic PHI provided to or created by Business Associate pursuant to the Agreement upon reasonable request of the Covered Entity. Covered Entity shall determine if Business Associate's security and confidentiality practices, policies, and processes comply with HIPAA and all regulations promulgated under HIPAA. Additionally, Business Associate will immediately report to Covered Entity any Security Incident of which it becomes aware.

**Request For Applications for Bayou Health Ombudsman Services**

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H. Miscellaneous

1. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. The Parties agree to amend this Agreement as necessary to comply with HIPAA and other applicable law.
3. The respective rights and obligations of Business Associate under § F.2 shall survive the termination of the Contract.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

\_\_\_\_\_  
Contractor Representative

Title: \_\_\_\_\_

Please print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
DHH Representative

Title: \_\_\_\_\_

Please print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Request For Applications for Bayou Health Ombudsman Services

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## Attachment IV-Proposed Budget

### Cost Analysis

The information requested herein shall constitute your proposed budget for performance of the requirements set forth in this RFA. This spreadsheet must be submitted in your proposal as well as electronic format.

Budget Proposal Template

		Proposed Budget
<b>1</b>	<b>Direct Labor Cost (Salary and Wages)</b>	
<b>2</b>	<b>Direct Labor Overhead (Employer Related Expenses)</b>	
<b>3</b>	<b>Administrative Labor Cost</b>	
<b>4</b>	<b>Administrative Labor ERE</b>	
<b>5</b>	<b>Contracted/Subcontracted/Consulting Staff</b>	
<b>6</b>	<b>Indirect Program Supplies</b>	
<b>7</b>	<b>Other Direct Cost</b>	
	<b>-Education/Outreach Materials</b>	
<b>8</b>	<b>Travel</b>	
<b>9</b>	<b>Occupancy Expenditures</b>	
	<b>TOTAL</b>	

**Instructions for Completion:**

Please add as many additional lines as required to provide detail information for the following:

**(Line 1) Direct Labor Cost (Salary and Wages):**

Enter the amount of salaries/wages for Staff that will perform the scope of work. The salary/wage reported should only include salary and wage cost for positions that directly support the scope of work.

**(Line 2) Direct Labor Cost Employer Related Expenses (ERE)**

Enter the amount of employer related expenditures (ERE) associated with the salaries/wages for personnel reported in Line 1. The following examples of expenses are considered allowable employee benefits eligible for reimbursement: Hospital and medical insurance; Retirement; Social Security; Unemployment compensation; Workers' compensation insurance.

**(Line 3) Administrative Labor Salary/Wages:**

Enter the amount of administrative staff salary/wages costs associated with administrative support of the contract. Only allocate the portion to support the scope of work..

**(Line 4) Direct Labor Cost Employer Related Expenses**

Enter the amount of employer related expenditures associated with the salaries/wages for personnel reported in Line 3.

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**(Line 5) Sub-Contracted Staff:**

Enter the cost of contracted staff performing task identified in the scope of work.

**(Line 6) Indirect Program Supplies and Costs:**

Enter the amount for the cost of program supplies such as office supplies, telephone/communication expenses; insurance expenses; etc.

**(Line 7) Other Costs:**

Identify and enter the cost of other program expenditures.

**(Line 8) Travel Expenditures:**

Enter the cost of other travel and transportation to perform the scope of work identified in the RFA. Travel and Subsistence. Itemize transportation, lodging and meals per diem costs separately in the Comment Sheet. Travel and subsistence costs must conform to the requirements of the Louisiana State Travel Regulations PPM 49.

**(Line 9) Occupancy Expenditures:**

Identify occupancy expenditures and provide any explanations in the Comment Sheet.

## Attachment V

### BAYOU HEALTH Population and Eligibility

#### ELIGIBILITY AND INCLUDED POPULATIONS

##### **BAYOU HEALTH Populations**

DHH determines eligibility for Medicaid and CHIP for all coverage groups except for Supplemental Security Income (SSI), Family Independence Temporary Assistance Program (FITAP), and Foster Care. The Social Security Administration (SSA) determines eligibility for SSI and the Department of Social Services (DSS) determines eligibility for FITAP and Foster Care. Once an applicant is determined eligible for Medicaid or CHIP by DHH, DSS, or SSA, the pertinent eligibility information is entered in the Medicaid Eligibility Determination System (MEDS).

Eligibility criteria for the Louisiana Medicaid BAYOU HEALTH Program are the same as the eligibility criteria for the Louisiana Medicaid and CHIP Programs. Children enrolled in Medicaid or CHIP has 12 months continuous eligibility, regardless of changes in income or household size. Individuals who attain eligibility due to a pregnancy are guaranteed eligibility for comprehensive services through two months post-partum or post-loss of pregnancy. Renewals of eligibility are conducted annually and do not require a face-to-face interview or signed application as DHH may conduct ex parte renewals, Express Lane Eligibility (ELE) renewals for children under age 19 receiving SNAP benefits, and telephone renewals.

##### **Mandatory Populations**

Medicaid groups mandated to participate in BAYOU HEALTH include the following: {42 CFR §438.1(a)(5)(i)}

Children under 19 years of age including those who are eligible under Section 1931 poverty-level related groups and optional groups of older children in the following categories:

- **Section 1931 - (Low Income Families with Children)** - Individuals and families who meet the eligibility requirements of the AFDC State Plan in effect on July 16, 1996;
- **TANF** - Individuals and families receiving cash assistance through FITAP, administered by the DCFS;
- **CHAMP-Child Program** – Poverty level children up to age 19 with income at or below 100% FPL for children 6 to 19 and at or below 133% FPL for children age 0 to 6, who meet financial and non-financial eligibility criteria. Deprivation or uninsured status is not an eligibility requirement;
- **Deemed Eligible Child Program** - Infants born to Medicaid eligible pregnant women, regardless of whether or not the infant remains with the birth mother, throughout the infant's first year of life;
- **Youth Aging Out of Foster Care** - Children under age 21 who were in foster care (and already covered by Medicaid) on their 18th birthday, but have aged out of foster care;

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## Request For Applications for Bayou Health Ombudsman Services

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- **Regular Medically Needy Program** - Individuals and families who have more income than is allowed for regular on-going Medicaid but below the Medically Needy Income Eligibility Standard (MNIES)

**LaCHIP Program** - Children with income at or below 200% FPL enrolled in the Title XXI Medicaid expansion CHIP program for low-income children under age 19 who do not otherwise qualify for Medicaid, including LaCHIP Phases I, II, and III.

Parents eligible under Section 1931 and optional caretaker relative groups including:

- Section 1931 LIFC Program
- TANF (FITAP) Program
- Regular Medically Needy Program

**Pregnant Women** - Individuals whose basis of eligibility is pregnancy, who are eligible only for pregnancy related services {42 CFR§ 440.210(2)} including:

- **LaMOMS (CHAMP-Pregnant Women)** - Pregnant women otherwise ineligible for Medicaid with family income at or below 200% FPL who receive coverage for prenatal care, delivery, and care sixty (60) days after delivery and
- **LaCHIP Phase IV Program** – Separate State CHIP Program for CHIP Unborn Option which covers uninsured pregnant women ineligible for Medicaid, with family income at or below 200% FPL from conception to birth.

**Breast and Cervical Cancer (BCC) Program** - Uninsured women under age 65 who are not otherwise eligible for Medicaid and are identified through the Centers for Disease Control (CDC) National Breast and Cervical Cancer Early Detection Program as being in need of treatment for breast and/or cervical cancer, including pre-cancerous conditions and early stage cancer.

**Aged, Blind & Disabled (ABD) Adults** – Individuals, 19 or older, who do not meet any of the conditions for exclusion from participation in a BAYOU HEALTH, including:

- **Supplemental Security Income (SSI) Program** - Individuals 19 and older who receive cash payments under Title XVI (Supplemental Security Income) administered by the Social Security Administration and
- **Extended Medicaid Programs** - Certain individuals who lose SSI eligibility because of a Social Security cost of living adjustment (COLA) or in some cases entitlement to or an increase in Retirement, Survivors, Disability Insurance (RSDI) benefits, i.e., Social Security benefits. SSI income standards are used in combination with budgeting rules which allow the exclusion of cost of living adjustments and/or certain benefits. Extended Medicaid consists of the following programs:
  - **Disabled Adult Children** - Individuals over 19 who become blind or disabled before age 22 and lost SSI eligibility on or before July 1,

## Request For Applications for Bayou Health Ombudsman Services

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1987, as a result of entitlement to or increase in RSDI Child Insurance Benefits;

- **Disabled Widows/Widowers** - Disabled widows/widowers who would be eligible for SSI had there been no elimination of the reduction factor and no subsequent COLAs;
- **Early Widows/Widowers** - Individuals who lose SSI eligibility because of receipt of RSDI early widow/widowers benefits;
- **Pickle** - Aged, blind, and disabled persons who become ineligible for SSI or MSS as the result of cost of living increase in RSDI or receipt and/or increase of other income including:
  - Group One - Individuals who concurrently received and were eligible to receive both SSI and RSDI in at least one month since April 1, 1977, and lost SSI as the direct result of an RSDI COLA and
  - Group Two - Individuals who were concurrently eligible for and received both SSI and RSDI in at least one month since April 1, 1977, and lost SSI due to receipt and/or increase of income other than an RSDI COLA, and would again be eligible for SSI except for COLAs received since the loss of SSI;
- **Disabled Widows/Widowers and Disabled Surviving Divorced Spouses Unable To Perform Any Substantial Gainful Activity**-Widow/widowers who are not entitled to Part A Medicare who become ineligible for SSI due to receipt of SSA Disabled Widow/widowers Benefits so long as they were receiving SSI for the month prior to the month they began receiving RSDI, and they would continue to be eligible for SSI if the amount of the RSDI benefit were not counted as income;
- **Blood Product Litigation Program** - Individuals who lose SSI eligibility because of settlement payments under the Susan Walker v. Bayer Corporation settlement and the Ricky Ray Hemophilia Relief Fund Act of 1998;
- **Medicaid Purchase Plan Program** - Working individuals between ages 16 and 65 who have a disability that meets Social Security standards; and
- **Disability Medicaid Program** - Disabled and aged (65 or older) individuals who meet all eligibility requirements of the SSI program as determined by DHH, without having an SSI determination made by SSA.

### Voluntary Populations

Children under 19 years of age who are:

- Eligible for SSI under title XVI;
- Eligible under section 1902(e)(3) of the Act;
- In foster care or other out-of-home placement;
- Receiving foster care or adoption assistance;

## Request For Applications for Bayou Health Ombudsman Services

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- Receiving services through a family-centered, community-based, coordinated care system that receives grant funds under section 501(a)(1)(D) of title V, and is defined by the DHH in terms of either program participation or special health care needs; or
- Enrolled in the Family Opportunity Act Medicaid Buy-In Program.

**Native Americans** who are members of federally recognized tribes, except when the BAYOU HEALTH is:

- The Indian Health Service; or
- An Indian health program or Urban Indian program operated by a tribe or tribal organization under a contract, grant, cooperative agreement or compact with the Indian Health Service.

### Excluded Populations

Medicaid eligibles that cannot voluntarily enroll with a BAYOU HEALTH excluded include:

Individuals receiving hospice services;

Individuals residing in Nursing Facilities (NF) or Intermediate Care Facilities for People with Developmental Disabilities (ICF/DD);

Individuals who receive both Medicaid and Medicare (Medicare dual eligibles):

Individuals who have been diagnosed with tuberculosis, or suspected of having tuberculosis, and are receiving tuberculosis-related services through the Tuberculosis Infected Individual Program;

Individuals receiving services through any 1915(c) Home and Community-Based Waiver including, but not limited to:

- Adult Day Health Care (ADHC) - Direct care in a licensed adult day health care facility for those individuals who would otherwise require nursing facility services;
- New Opportunities Waiver (NOW) - Individuals who would otherwise require ICF/DD services;
- Elderly and Disabled Adult (EDA) - Services to persons aged 65 and older or disabled adults who would otherwise require nursing facility services;
- Children's Choice (CC) - Supplemental support services to disabled children under age 18 on the NOW waiver registry;
- Residential Options Waiver (ROW) - Individuals living in the community who would otherwise require ICF/DD services;
- Supports Waiver – Individuals 18 years and older with mental retardation or a developmental disability which manifested prior to age 22; and
- Other HCBS waivers as may be approved by CMS.

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## Request For Applications for Bayou Health Ombudsman Services

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Individuals under the age of 21 otherwise eligible for Medicaid who are listed on the Office for Citizens with Developmental Disabilities' (OCDD's) Request for Services Registry, also known as Chisholm Class Members;

Individuals enrolled in the Program of All-Inclusive Care for the Elderly (PACE), a community-based alternative to placement in a nursing facility that includes a complete "managed care" type benefit combining medical, social and long-term care services;

Individuals with a limited eligibility period including:

- Spend-down Medically Needy Program - An individual or family who has income in excess of the prescribed income standard can reduce excess income by incurring medical and/or remedial care expenses to establish a temporary period of Medicaid coverage (up to three months); and
- Emergency Services Only - Emergency services for aliens who do not meet Medicaid citizenship/ 5-year residency requirements;
- Continued Medicaid Program - Short-term coverage for families who lose LIFC or TANF eligibility because of child support collections, an increase in earnings, or an increase in the hours of employment; and

Individuals enrolled in the LaCHIP Affordable Plan Program (LaCHIP Phase V) the separate state CHIP program that provides benchmark coverage with a premium to uninsured children under age 19 whose household income is from 201% FPL to 250% FPL.

Individuals enrolled in the Section 1115 Family Planning Waiver known as Take Charge that provides family planning services only to uninsured women ages 19 – 44 who are not otherwise eligible for Medicaid program.

Individuals enrolled in the Louisiana Health Insurance Premium Payment (LaHIPP) Program (Section 1906).

### **Other Populations**

DHH reserves the right to add or remove populations to be enrolled in the BAYOU HEALTH Program or alternative managed care program that may be developed by DHH.

### **Duration of Eligibility**

#### **BAYOU HEALTH Eligibility**

Children under age 19 enrolled in Medicaid or CHIP receive 12 months continuous eligibility, regardless of changes in income or household size.

Individuals who attain eligibility due to a pregnancy are guaranteed eligibility for comprehensive services through two months post-partum or post-loss of pregnancy.

Renewals of Medicaid and CHIP eligibility are conducted annually and do not require a face-to-face interview or signed application as DHH may conduct ex parte renewals, Express Lane Eligibility (ELE) renewals for children under age 19

## **Request For Applications for Bayou Health Ombudsman Services**

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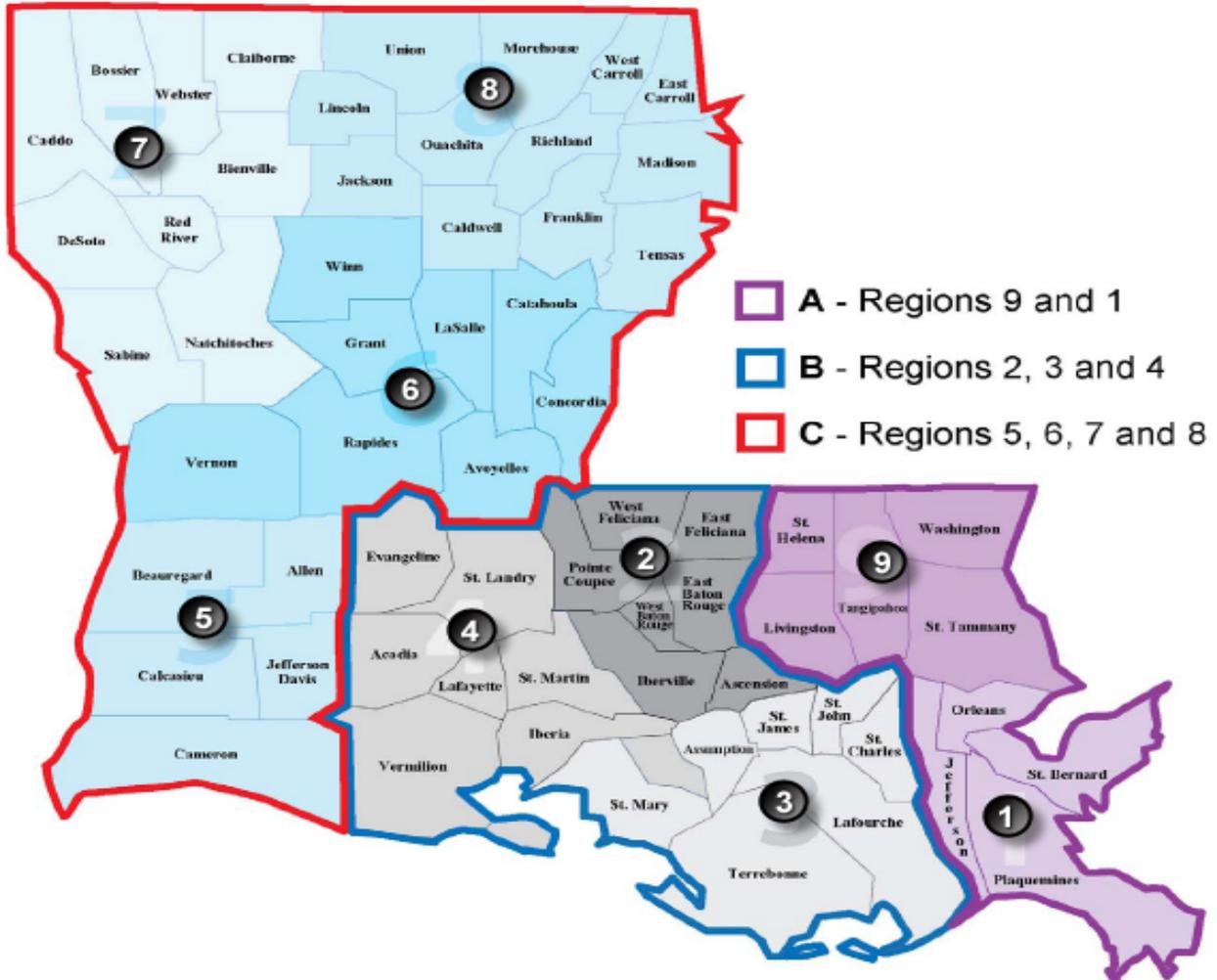
receiving Supplemental Nutrition Assistance Program (SNAP) benefits, and telephone renewals.

### **Other Populations**

The Department reserves the right to provide eligibility of providing the eligibility information as populations are approved by CMS.

Attachment VI

BAYOU HEALTH Geographic Service Area



- February 1, 2012 – Go Live Date for Enrollees in GSA A
- April 1, 2012 - Go Live Date for Enrollees in GSA B
- June 1, 2012 - Go Live Date for Enrollees in GSA C