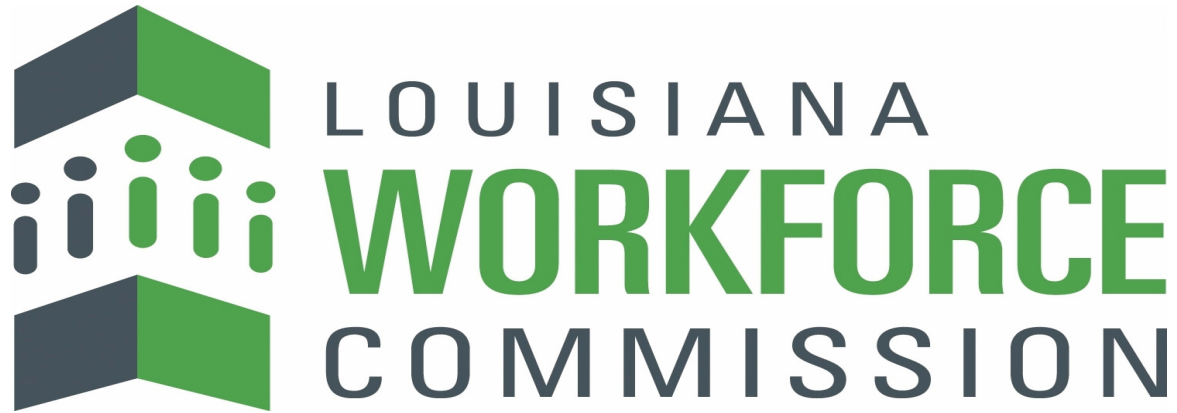




STATE OF LOUISIANA

Louisiana Workforce Commission

**REQUEST FOR PROPOSALS
FOR**

Adjudication and Appeals Automation Project

September 20, 2010

RFP Number 47400092010

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1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Workforce Commission (LWC) herein referred to as the “State” for the purpose of automating their Unemployment Insurance (UI) Adjudication and Appeals functions.

1.2 Background

Unemployment Insurance is a State program funded and regulated by the United States Department of Labor (USDOL). It is designed to provide temporary financial assistance to workers who are unemployed through no fault of their own and who meet the requirements of the Louisiana Employment Security Law. The program involves claimants, who file for unemployment insurance benefits; employers, who are taxed in order to provide the revenue used to pay benefits, and the USDOL, who oversees these activities and provides funding for special programs such as Disaster, Emergency, and other unemployment assistance.

LWC has developed a concept for a modernized Unemployment Insurance (UI) information support system called “LaCATS,” which stands for Louisiana Claims and Tax System. LWC has just completed the first phase of LaCATS which consisted of the redesign of some of LWC’s documents, including drop-out design for OCR capability; a new scanning, imaging and remittance processing system with limited workflow capabilities; a new reporting database and a new Call Processing System.

The purpose of this RFP is to procure the services of a contractor to complete the workflow automation required by two distinct functional areas in UI, which are the Adjudication and Appeals functions.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the State requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2011 and to continue through May 30, 2012. The State has the right to contract for up to three years upon approval.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

Michelle Tickle

Contract/Grants Reviewer Supervisor

1001 North 23rd Street

Post Office Box 94094

Baton Rouge, LA 70804-9094

Phone: 225-342-3170

Fax: 225-342-1216

Email: mtickles@lwc.la.gov

This RFP is available in electronic form at

http://www.laworks.net/PublicRelations/PR_Procurement.asp and

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Word/WordPerfect format or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposer Inquiries

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at 225-342-1216 by 4:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be sent in written form to all potential proposers by the date specified in the Calendar of Events.

Only **Michelle Tickle** has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at the following location from 9:00 AM until 12:00 PM CST on October 4, 2010.

Louisiana Workforce Commission

1001 North 23rd Street

Baton Rouge, LA 70802

Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response distributed in writing and posted on the Internet.

2.5 *Calendar of Events*

<u>Event</u>	<u>Date</u>
EVENT	DATE
Advertise RFP and mail public announcements	<i>September 20, 2010</i>
Pre-Proposal Conference	<i>October 4, 2010</i>
Deadline for receiving Proposer inquiries	<i>October 11, 2010</i>
Issue responses to Proposer inquiries	<i>October 18, 2010</i>
Proposal submission deadline	<i>October 25, 2010</i>
Vendor Presentations	<i>November 8-12, 2010</i>
Announce Award of “Successful Proposer”	<i>November 17, 2010</i>
Contract execution	<i>December 17, 2010</i>

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

2.6 *Definitions*

Acronym or Term	Definition
Adjudication	In order for an individual to be eligible for benefits, it must first be

Acronym or Term	Definition
	established that the claimant is unemployed through “no fault of their own”. If a claimant indicates on their claim application/reopen/additional that a potential separation/non-separation issue exists, staff must make a non-monetary determination. Further, the claimant must be available for work and have all income issues (severance, vacation, etc) resolved prior to the release of payments. Adjudication consists of everything relating to determining whether or not to pay the claimant based on the non-monetary facts of the claim, in most cases.
Agency	Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
Artifact	Any work product or object created or delivered for the project including but not limited to paper documentation, manuals, electronic files and data, and computer programs.
Appeals	Appeals is LWC’s appellate section (both Appeals and Board of Review) which handles the lower authority level of appeals filed by claimants and employers who disagree with a UI benefit or tax liability determination. Most appeals hearings are based on non-monetary determinations of eligibility.
Contractor	Any person, company, or organization having a contract with a governmental body.
Discussions	For the purposes of this RFP, discussions shall refer to written or oral communications/negotiations with Proposers whose proposals are susceptible of being selected for award.
LaCATS	Louisiana Claims and Tax System
LWC	Louisiana Workforce Commission
May, Can	The terms “may” and “can” denote an advisory or permissible action.
Must, Will	The terms “must” and “will” denote the imperative
Non-Monetary Determination	A decision made on an issue by an Adjudicator and communicated to a Claimant. The Non-Monetary determination informs the Claimant whether the Issue was resolved in their favor or against and, as a result, whether certain, or all, unemployment insurance benefits are going to be allowed or disallowed.
RFP	Request for Proposal
Shall	The term “shall” denotes the imperative
Should	The term “should” denotes desirable

Acronym or Term	Definition
State	The State of Louisiana
UI	Unemployment Insurance
USDOL	United States Department of Labor

3.0 PROPOSAL INFORMATION

3.1 *Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

3.2 *Minimum Qualifications of Proposer*

Proposers of this RFP must meet the following minimum qualifications:

- Minimum of two (2) years, prior to deadline for receipt of proposals, of proven experience in developing and implementing Unemployment Insurance Adjudication and Appeals applications. Please provide proof of same in their proposal by listing at least 2 verifiable references.
- Minimum of three (3) years, prior to deadline for receipt of proposals, of proven experience in developing, implementing, and/or maintaining relational databases, JAVA/J2EE applications, and FileNet including API.
- Minimum of one (1) year, prior to deadline for receipt of proposals, of Rational Unified Process (RUP) application development experience.

3.3 *Determination of Responsibility*

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

3.4 *RFP Addenda*

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 *Waiver of Administrative Informalities*

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

3.6 *Proposal Rejection*

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancels this announcement if it is determined to be in the State's best interest.

3.7 *Withdrawal and Re-submission of Proposal*

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 *Subcontracting Information*

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

3.9 *Ownership of Proposal*

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

3.10 Proprietary Information

Only information, which is in the nature of legitimate trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

3.12 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

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

The RFP and proposal of the selected proposer will become part of any contract initiated by the State. See Attachment IV.

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

If the contract negotiation period exceeds 45 days or if the selected Proposer fails to sign the final contract within 15 business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics interprets ethics issues.

3.15 *Performance Bond*

Not Applicable.

4.0 RESPONSE INSTRUCTIONS

4.1 *Proposal Submission*

Proposals must be received on or before 4:00 p.m. Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Michelle Tickle
Contract/Grants Reviewer Supervisor
1001 North 23rd Street
Post Office Box 94094
Baton Rouge, LA 70802-9094
Phone: 225-342-3170
Fax: 225-342-1216
Email: mtickles@lwc.la.gov

For courier delivery the street address is 1001 North 23rd Street, Baton Rouge, Louisiana 70802, *and* the telephone number is 225-342-3170. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

The State requests that eight (8) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal should contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal. No technical information should be included in the Cost Proposal unless it is also included in the Technical Proposal.

4.2 *Cover Letter*

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.3 *Proposal Format*

Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

4.4 *Certification Statement*

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 *Evaluation Team*

An evaluation team, to be designated by the State, which will determine the proposal most responsive and advantageous to the state, will accomplish the evaluation of proposals.

5.2 *Administrative and Mandatory Screening*

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

5.3 *Oral Presentations Will be Required*

The State will select the top scoring finalists for an oral presentation for final determination of contract award. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

5.4 *Evaluation and Review*

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

The technical evaluation is worth seventy percent (70%) and the cost evaluation is worth thirty percent (30%) of the maximum number of points awarded. The evaluation will be conducted according to the following procedure.

First, the proposals will be technically evaluated. The maximum number of points for the technical evaluation is 70.

The criteria in the following table are of importance and relevance to the technical evaluation of this RFP. The table shows primary categories in decreasing order of importance with subcategories within each category in decreasing order of importance.

Evaluation Scoring

Proposal Evaluation Criteria With Weightings		
Category	Subcategory	Points
Technical Approach and Methodology		50
	Understanding of the technical architecture and design constraints. Completeness and acceptability of the overall concept (e.g. amount and nature of work performed on-site vs. off-site, LWC staff interaction, and how Proposer plans to work within LWC existing IT environment, etc.). Quality of iterative development and implementation plan (e.g. appropriate level of detail, follows a logical sequence, considerate of LWC staff time, etc.). Adaptability of the proposed solution to future requirement changes (e.g. flexible, extendable, and scalable) Clear concise RFP response that follows the RFP and provides complete response to the requirements of each section of the RFP Quality of training plan (e.g. iterative on-site, just-in-time training, all necessary subjects covered, justification for amount of training proposed, etc.)	
Qualifications of Key Personnel		15
	Professional and technical qualifications of key management and development staff and their experience with similar applications Experience with SQL Server, JAVA/J2EE, FileNet including API Experience with EMC and Solimar/Rubika Experience in RUP, UML, and Rational Products such as ClearCase, Rose, and ReqPro to maintain requirements and develop design use cases Relevant experience of project management team with similar size and complexity of projects	
Corporate Qualifications & Relevant Experience		5
	UI modernization development experience Adjudication modernization development experience Appeals modernization development experience	

Proposal Evaluation Criteria With Weightings		
Category	Subcategory	Points
	References confirming the vendor's ability to do the job within time and budget.	
	Total:	70

Second, the proposals will be cost evaluated by someone independent of the technical evaluation process. The maximum number of points for the cost evaluation is 30. The information provided in the Price Schedule will be used in the cost evaluation to determine the cost score for each proposal. The Proposer with the lowest total price shall receive 30 points. Other Proposers will receive cost points based upon the following formula:

$$CS = (LPC/PC*30)$$

Where: CS = Computed cost score for Proposer
LPC = Lowest proposed cost of all qualified Proposers
PC = Proposer's cost

Third, those Proposers who are reasonably susceptible of receiving an award based on their initial technical score and their cost score will be invited to give an Oral Presentation. The technical scoring will be reevaluated after the Oral Presentation using the same criteria above. This reevaluation scoring will be the final scoring for the Technical evaluation.

Fourth, the Evaluation Team will add the final technical score to the cost score to get a total score for each Proposer. The award shall be made to the Proposer whose proposal receives the highest number of points and is determined to be the most advantageous to the State, taking into account the evaluation factors.

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 Best and Final Offer

At the conclusion of negotiations, the LWC may at its option ask the proposers with whom negotiations were conducted pursuant to La. R.S. 39:1503(D) to submit a Best and Final Offer.

5.6 Announcement of Contractor

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

6.0 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 Billing and Payment

LWC shall pay Contractor in accordance with the Payment Schedule set forth in the table listed below. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice and approval by the Agency. Final payment will be made after successful completion of the 90 day warranty period and receipt of a properly executed invoice. Invoices shall include the contract and order number, using department and products and/or services purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment Schedule

Payment Number	Deliverables Completed	Percent of Total Price
1	3.1.1– Introductory Briefing 3.1.2– Kickoff Meeting 3.1.3– Requirements Review	5%
2	3.1.4– Detail Design 3.1.5– Final Design Walkthrough 3.1.6– System Test Strategy 3.1.7 - Establish Baseline System Requirements and Configuration	10%
3	3.2.1 – Application Development for Adjudication including forms redesign and successful implementation of the application for Adjudication	25%
4	3.2.2 – Application Development for Appeals including forms redesign and successful implementation of the application for Appeals	25%
5	3.8 – Successful Completion of System Acceptance Test and 45 day Maintenance	20%
6	3.9 – Warranty, Maintenance and Support	15%

6.3 Contract Terms & Conditions

The Contractor will be required to enter into a Contract with the state that is basically the same as Attachment IV. Any changes to those terms will be negotiated if state law allows such negotiation.

6.4 Indemnification

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

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

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance,

or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

ATTACHMENT I

SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

LWC seeks to increase public awareness concerning resources, programs and facilities developed by the Louisiana Workforce Commission for the purpose of assisting job-seeking efforts affecting both potential employees and employers.

1.0 Overview

LWC is seeking to enhance its current Imaging and Workflow system to include Adjudication and Appeals functionality. The complete turnkey solution should include application programming, forms design, testing, user and technical training, and documentation.

The LWC Information Technology (IT) department has adopted the Rational Unified Process (RUP) as the standard methodology and the Unified Modeling Language (UML) as the standard notation language for the LaCATS project. The contractor will be required to follow RUP where applicable in their development and implementation. This includes being required to generate design or system use cases and other detailed RUP documentation as required and update the requirements documents included with this RFP to reflect “as-built” functionality.

2.0 Tasks and Services

The anticipated features of the Adjudication and Appeals automation that will increase the effectiveness and efficiency of LWC staff include:

- New user friendly drop-down inquiry screens that track information/history about the claimant’s Adjudication and Appeals status
- Automated forms generation when certain criteria are met
- Enhanced workflow for Adjudication and Appeals work items
- Automatic Appeals and Adjudication scheduling
- Exhibit notation for Appeals case files according to requirements of the Courts
- Adjudication and Appeals forms redesign
- Maintaining viewable system history of all activities relating to these functions

- Automated production of case record for court appeals of Board of Review decisions

3.0 Deliverables

The following table lists the suggested due dates for major deliverables to guide the Proposer in the development of their Work Breakdown Structure (WBS). The Proposer's WBS must show all of the deliverables being completed within the estimated performance period. Completion dates are defined in months after Date of Award of Contract (DAC). The completion dates are suggestive; the Proposer may propose a schedule based on his or her WBS and development plan. This table should not be considered the definitive list of deliverables.

The Proposer shall describe in their proposal how their solution will meet all of the deliverables defined in this section.

Summary of Deliverables

Summary of Deliverables		
Section Number	Description	Completion Date
3.1	3.1 Introductory Activities	DAC + 2 mos.
3.1.1	3.1.1 Introductory Briefing	
3.1.2	3.1.2 Kickoff Meeting	
3.1.3	3.1.3 Requirements Review	
3.1.4	3.1.4 Detailed Design	
3.1.5	3.1.5 Final Design Walkthrough	
3.1.6	3.1.6 System Test Strategy	
3.1.7	3.1.7 Establish Baseline System Requirements and Configuration	
3.2	3.2 Application Software	DAC + 9 mos.
3.2.1	3.2.1 Adjudication Functionality	
3.2.2	3.2.2 Appeals Functionality	
3.2.3	3.2.3 Form Redesign	
3.3	3.3 Staging and Repository Databases	DAC + 9 mos.
3.4	3.4 Custom Interfaces	DAC + 9 mos.
3.5	3.5 Documentation	DAC + 9 mos.
3.6	3.6 System Development, Integration, and Testing	DAC + 9 mos.
3.7	3.7 Training	DAC + 10 mos.

Summary of Deliverables		
Section Number	Description	Completion Date
3.7.1	3.7.1 Training Materials	
3.8	3.8 Acceptance Tests	DAC + 11 mos.
3.9	3.9 Warranty, Maintenance and Support	DAC +15 mos.

3.1 Introductory Activities

3.1.1 Introductory Briefing

The contractor shall prepare and deliver, on-site at LWC's Baton Rouge Administrative Office facility, an introductory briefing for LWC management and selected staff (approximately 20 people) that introduces key contractor staff, provides a high-level overview of the contractor's proposed solution and how it will be implemented, and reviews the proposed implementation schedule and major milestones. The contractor may include other topics he or she believes are relevant and promote a better understanding of the project. All industry-specific terminology and technology used in this briefing shall be explained in laymen's terms.

The contractor shall submit the agenda and presentation materials for this briefing to the State Project Manager for review and approval prior to presentation.

The contractor shall provide the presentation materials and handouts used during this briefing in both a paper and electronic format. The electronic format shall be Microsoft PowerPoint, Visio, and/or Microsoft Word files.

3.1.2 Kickoff Meeting

The contractor shall prepare and conduct, on-site at LWC's Baton Rouge Administrative Office facility, a project kickoff meeting for the LWC staff and other parties that will be working with the contractor on this project. This meeting shall include introductions and role explanations, a mid-level overview of the proposed solution and how it will be implemented, a project schedule review, and explanations of any terminology or technology the LWC staff needs to know to effectively interact with the contractor's team. The contractor may include other topics he or she believes are relevant and promote a better understanding or implementation of the project. All industry-specific terminology and technology used in this briefing shall be explained in laymen's terms.

The contractor may provide this training in multiple sections such as a general overview at the beginning and specific training sessions before each step in the process so long as adequate training is provided in advance when necessary.

The contractor shall submit the training materials such as syllabus, slides, handouts, and Computer Based Training (CBT) CD-ROMS among other items for this training to the State Project Manager for review and approval prior to presentation.

The contractor shall provide the training materials in both a paper and electronic format. The electronic format shall be Microsoft PowerPoint, Visio, and/or Microsoft Word files. CD-based training materials shall be in a Windows format.

3.1.3 Requirements Review

The contractor shall review and clarify all of the requirements in this Scope of Services with LWC staff prior to starting work to assure a common understanding of the solution, document any clarifications or LWC approved modifications, and provide a baseline for development. All requirement documents for this Scope of Services are in IBM ClearCase. Before the contractor completes the detailed design, the contractor shall assist LWC in making any additions or modifications to the requirements documents in IBM ClearCase resulting from this review.

3.1.4 Detailed Design

The contractor shall develop and provide virtual and physical diagrams, specifications, and any other additional documentation as required to completely describe the new Adjudication and Appeals solution including associated database tables, lookup tables, and interfaces.

The contractor shall submit the completed detailed design to LWC staff for review and approval and make any requested modifications before completing the Final Design Walkthrough.

3.1.5 Final Design Walkthrough

The contractor shall conduct a Final Design Walkthrough for LWC staff that maps the requirements to the detailed design and explains how the system will work.

The contractor shall make any requested modifications and resubmit the completed requirements and detailed design to LWC staff for review and approval before making final procurement and development commitments.

3.1.6 System Test Strategy

The contractor shall work with LWC staff to develop a test strategy for the Adjudication and Appeals solution. Testing schema will be developed for individual unit or module tests, module interface and integration tests, and systems interface and integration tests with legacy systems. The schemas will consist of formal testing definitions with defined entry criteria and expected results.

3.1.7 Establish Baseline System Requirements and Configuration

LWC has standardized on IBM Rational development tools (ClearCase, RAD, Rose XDE, RequisitePro, and ClearQuest) for version control, requirements management, change control, and configuration management.

The contractor shall establish baseline requirements and configurations for the solution including the development and test system in LWC's Rational development tools. The baseline shall include the approved detailed design documents from the Final Design Walkthrough. LWC recognizes not all of the detailed design documents are appropriate to include in the Rational development tools. LWC will work with the contractor to develop a means of associating inappropriate documents to the baseline.

The contractor shall follow LWC's folder and subfolder structure guidelines and artifact naming conventions or work with LWC staff to develop appropriate folder and subfolder structure and naming conventions for those artifacts that LWC does not have naming conventions at this time.

The contractor shall identify and trace requirements that are reasonable and appropriate for requirements tracing in RequisitePro.

LWC desires the latest version of requirement documents in ClearCase match the first version of design documents in RequisitePro. The contractor shall assist LWC staff in synchronizing the latest version of requirement documents in ClearCase with the first version of design documents in RequisitePro.

3.2 Application Software

LWC requires that the solution is built upon LWC's new Imaging and Workflow system. The solution must be seamlessly integrated so that it operates in one window and appears and functions as one application to the user except where specifically allowed in the requirements.

The Proposer shall describe the application's capabilities to meet the functionality described below in their proposal.

3.2.1 Adjudication Functionality

1. Case Issues will be automatically assigned to adjudicators based on experience and availability of the adjudicator. Code issues so that skill levels for the adjudicators may be instituted. System should distribute the cases based on availability and skill level of the adjudicator. Future availability addressed 3 weeks in advance. Skill level should include language abilities. Supervisor should be able to reschedule work as necessary.
2. System will make automatic determinations on failure to respond and failure to register for work.
3. System will make automatic requalifications on failure to respond and failure to register for work.

4. System must set a priority in addition to a due date on case issues and the adjudicators must be able to sort issues by this priority. Issues such as deductible income issues, approved training, backdate requests, etc, need to be worked as soon as possible.
5. Detection Date is the earliest date to which the agency became aware of an issue. Normally an issue is detected when a claim application is filed. If the application is taken by the call center, the detection date is the date the application was taken by the CSR. If the application is completed by the claimant on-line, the issue is detected the next business day. The due date should be calculated based on 21 days from the detection date.
6. The system will allow adjudicators access to their workload reports that shows the number of decisions made, the number of cases completed, the number of outstanding cases, the number of cases past due, and the number of completed non-monetary determinations that missed time lapse for first-payment and non-monetary determination timeliness measures.
7. System will randomly select 10 cases per adjudicator each month for quality scoring. They have the right to contest the findings. They are provided with statistics showing the number of decisions made, their separation and non-separation time-lapse, along with a comparison to all other adjudicators.
8. The vendor will develop user friendly screens for user review of case issue attachments, all pending and/or completed issues for a particular Social Security Number, non-charge status, Worksheet Issues Details---with status of each issue, and Decision Detail Panel. The claimant's name and social security number should be available on each page and the user should not be required to enter an SSN to advance to the next page.
9. System will communicate with LWC's database and pre-populate screens with data from mainframe, such as Claimant name, address, and phone number, weekly benefit amount, stop dates, payment history, etc.
10. The system will count the newly established cases on a daily basis.
11. The vendor will develop template screens to determine deductible income which will populate the non-monetary determination on "Deductible Income" issues.
12. The system will have the flexibility for the business user to add, delete or change the existing set of determination messages and numbers.
13. The system will communicate with LWC's database by sending data to update the claim record, such as removing or adding a temporary or permanent stop on the claim record in real-time.
14. The system will maintain a history of actions taken by the Adjudicator.
15. The system will track information about the form, information requested from client, to whom sent date to be returned, etc., on a newly developed inquiry screen.
16. The system will match returned form to work item issue and notify staff that form is returned and/or time has expired for date to be returned.

17. System recommends non-monetary determinations based on facts presented in case but also allows for selection of other non-monetary determinations by adjudicators.
18. The system will send the form data to LWC's printer for batch printing.

3.2.2 Appeals Functionality

1. The system will assign a Calendar for each Administrative Law Judge in both the Appeals and Board of Review sections.
2. The system will set up a Case Folder for each appeal filed.
3. The system will assign a Docket Number to each Case.
4. Hearing Case Issues will be automatically assigned to ALJ's based on experience and availability of the ALJ. The system will have the flexibility to allow manual assignment if necessary.
5. The system will allow the ALJ to electronically assemble the documents in the case folder and mark each with a unique Exhibit Number. This Exhibit Number will be unique to the Appeals Case. Once the case is decided by the ALJ, the case folder cannot be altered or added to. Same is applicable to Board of Review cases.
6. Exhibit Number must be in a header, footer, or otherwise inserted in a manner that does not obscure exhibit content.
7. The system will provide pagination information for each exhibit (e.g., Exhibit A, page 1 of __ is preferred).
8. The system will allow the ALJ to reschedule or postpone the hearing.
9. The vendor will develop user friendly screens for user review that will contain all information about the claimant and/or employer's appeal.
10. The system will send the form data to LWC's printer for batch printing
11. Allow the user to annotate and redact (Social Security number) the image and store the annotation or redaction with the image. The application shall not allow a user to change the original image. Annotations and redactions shall be capable of being displayed, printed, or included in a PDF at the user's discretion. Only the author shall be authorized to delete their annotation. The application should allow for multiple annotations by different users and only display, print, or include in a PDF selected annotations.
12. Automatic redaction of the Social Security number on documents prepared for printing on Legal cases.
13. Automated production of case record for court appeals of Board of Review decisions.

3.2.3 Form Redesign

The vendor will develop and redesign LWC's forms relating to Adjudication and Appeals. The system will allow staff to request form and allow the staff to make modifications to the form prior to printing.

The vendor will develop forms that use a unique identifier instead of the SSN that relates to the claimant and particular form so that LWC can identify without the use of a SSN printed on the document.

3.3 Staging and Repository Databases

LWC has established Microsoft SQL Server as their standard database. The solution shall utilize LWC's Staging and Repository tables in the UI Transactions database and UI Connect database that can be expanded in the future to meet all of LaCATS requirements.

All external client and staff data will be entered into the Staging Tables where it is formatted and verified before being uploaded into the main UI tax and benefit databases for mainframe processing. The proposed solution shall utilize LWC's Repository Tables. The Repository Tables contain selected data from the main UI tax and benefits database that is used to verify incoming data.

3.4 Custom Interfaces

The System will exchange information with FileNet, EMC xPression and Solimar/Rubika.

3.5 Documentation

The contractor shall provide original documentation and documentation in industry standard electronic formats (e.g. Word or PDF) whenever possible.

The contractor shall document custom code according to industry standards and best practices. The contractor shall modify any existing LWC requirements documents and deliver any additional requirements documents necessary to provide a complete set of "as built" requirements documents for the Adjudication and Appeals solution. The complete set of "as built" requirements documents includes but is not limited to Use Cases and any associated charts, lists, and diagrams as well as data dictionaries and relationship diagrams for any changes or additions to the Staging and Repository Databases.

The contractor shall modify the online help feature for the Imaging, Remittance Processing and Workflow System.

3.6 System Development, Integration, and Testing

The contractor shall develop, build, integrate, and test the system prior to submitting them to LWC for acceptance testing. LWC will provide sample documents and data for unit and system testing. The contractor shall conduct system walkthroughs of the solution components demonstrating how they work and meet key requirements before submitting them to LWC for acceptance testing.

3.7 Training

The Proposer is advised that hands-on administrator, developer, and user training is as important to LWC as features and functionality. LWC staff must be able to operate, support, maintain and expand the solution comfortably by themselves after the warranty period.

Therefore the Proposer shall include sufficient training in their proposal to enable LWC staff to perform all the functions in the Scope of Services for this RFP and maintain the new solution without contractor support.

The Proposer shall include a detailed preliminary training plan with their proposal.

The Contractor shall provide training documentation and use LWC's data and documents necessary for training.

3.7.1 Training Materials

The contractor shall develop and provide all necessary training materials such as manuals, slides, handouts, and Computer Based Training (CBT) CD-ROMS among other items.

The contractor shall provide the training materials in both a paper and electronic format. The electronic format shall be Microsoft PowerPoint, Visio, and/or Microsoft Word files. CD-based training materials shall be in a Windows format.

3.8 Acceptance Tests

LWC will perform end-to-end tests beginning with predetermined groups of sample documents that will test every feature in each system and ending with the predicted data and images stored, processed, accessed, printed, viewed, and/or annotated as specified. LWC staff will provide the test documents and expected output and trained LWC users will conduct the tests.

3.9 Warranty, Maintenance and Support

The contractor shall provide a 90 day warranty which will include maintenance and support on their solution for the Adjudication and Appeals applications. This warranty shall be effective for ninety days from the system acceptance date and shall include but will not be limited to the following:

1. Contractor representative or technician on-site to provide immediate on-site support during the first thirty (30) days after acceptance date.
2. Contractor technician(s) on-call to provide same business day (within 4 business hours of notification) on-site support for thirty (30) days after end of on-site support period described.
3. Priority help-line support (maximum four (4) hour call back) and same business day (within 8 business hours of notification) on-site support after on-call support period described for duration of warranty period.

4.0 Functional Requirements

The Proposer shall describe in their proposal how their solution will meet all of the functional requirements defined in this section and Attachment VI *Adjudication and Appeals Automation Use Cases*.

The business users have written use cases on how they wish the system to function. The solution shall at a minimum provide the functionality included in these use cases as well as the system functionality described in Section 3.2. Additional use cases may be required to completely and clearly describe the requirements.

Please see Attachment VI *Adjudication and Appeals Automation Use Cases* for the contents of these use cases.

4.1 Adjudication

Background

In order for an individual to be eligible for benefits, it must first be established that the claimant is unemployed through “no fault of their own”. If a claimant indicates on their claim application/reopen/additional that a potential separation/non-separation issue exists, staff must make a non-monetary determination. Further, the claimant must be available for work, actively seeking work, and have all income issues resolved prior to the release of payments.

Fact Finding

Currently, when filing for Unemployment Insurance Benefits with LWC’s on-line application, the claimant is requested to answer questions regarding possible issues. If an issue is detected at the time of filing of the claim, the claimant will be prompted to complete a Request for Information form (259). The claimant completes the request for information online which uses intelligent screen flow that has progressive questioning. This information is downloaded into our Imaging/Workflow system and any potential issues create work items.

In addition, LWC notifies the “last” employer and all base period employers that the claimant has filed a claim and requests separation information and separation pay information. These documents are faxed and routed to our Imaging System via a fax server or mailed and scanned

into our Imaging System. These forms are indexed (with claimant name and social security number and employer account number) and data captured. Depending on the response, work items are created for each possible issue.

Before making a work item, the workflow system matches the SSN, BYB, Issue, and EAN, if available, so that only one work item is actually created for each issue. A copy of the Internet Claim Application and all its applicable 259 statements and any other applicable documents are attached to the work item.

If, after reviewing the documentation, the adjudication staff does not have enough information to make the decision or if in the course of investigation the issue is determined to be different from the one initially identified, each of the interested parties must be contacted in order to garner the required information and attempt to resolve any factual conflicts prior to issuing a written determination of eligibility. The adjudicator should have the option to change the issue code if necessary so that the final product will be easily identified should an appeal be filed.

The vendor will redesign the forms used by the Adjudication staff. These forms are customizable based on need. Staff will select the appropriate form from a list of available forms. In addition to the standardized questions, each form will have optional space for free-form questions that can be included on the request. The forms will be able to be modified as needed. When selecting the appropriate form, the system will automatically attach the form to the existing issue or create a new issue. The issue can place holds on all payments if the staff determines that is appropriate (according to Business Rules).

A new inquiry screen will track information about the form, type of information requested, to whom sent, date to be returned, etc.

When the form(s) are returned, they are imaged, indexed, (all fields filled out, claimant name, SSN, EAN) and routed back to the corresponding adjudication staff and work item for review. The system will prompt the claims staff of approaching deadlines if responses are not received timely.

Non-Monetary Determination

When fact-finding is complete, the adjudicator will select from a standard list of decisions and will issue the non-monetary determination. This list will be updated as needed. This non-monetary determination text can be customized if necessary. The decision will be distributed to the interested parties, employer and claimant via LWC's batch printing. If the original issue code is incorrect, the adjudicator will be allowed to select from other determination numbers if need be to address the current work item.

The new system will pass data necessary to make automatic updates to the claim based on decision and will automatically release holds upon entry of a favorable decision by the staff according to Business Rules.

The new system will maintain a disqualification/stop record on the claim which will include any insertion of stops as well as removal of stops.

The new system will track all information about claim to be displayed on a user friendly screen.

User should not be required to reenter the social security number to advance from screen to screen.

User should have the capability of deleting an entered non-monetary determination on the same day of the transaction.

A copy of the determination should be attached to the completed work item or otherwise referenced so that it may be considered as part of the record for the completed work item.

Remove Non-monetary Disqualification

Non-monetary decisions often assess disqualifications of an indeterminate length. A claimant may re-qualify for the benefits remaining on a claim by earning wages subsequent to the penalty or by removing impediments necessary to become re-employed. For these cases staff must have the ability to modify the disqualification record to reflect the end of the disqualification. An investigation is required to determine the eligibility of cases in which the claimant is unable to provide proof that the re-qualification provisions have been met.

A claimant will be notified when filing a subsequent initial or an additional claim regarding the existence of an ongoing suspension. With the proper documentation, Adjudication staff can modify the “end date” of the disqualification penalty. If additional information is required, staff should be able to access a screen that will mirror the 259 Request for Information. Data will be entered, and a request for information will be forwarded to the interested parties.

When the response is received, staff may either modify the “end date” of the disqualification or send an electronic note to the file indicating that re-qualification provisions have not been met. The proper correspondence will be sent to the interested parties.

Adjudication Use Cases

4.1.1 Determine and Set Detection and Due Dates for Adjudication Work Items

4.1.2 Perform Fact-Finding

4.1.3 Determine Deduction Amount

4.1.4 Generate a Non-Monetary Determination

4.1.5 Automatically Generate a Non-Monetary Determination

4.1.6 Process Approved Training Data

4.1.7 Generate Form LWC 284 (Certificate of Attendance)

4.1.8 Generate Yearly Pension Increase Non-monetary Determination

4.2 Appeals

Background

This section handles the lower authority level of appeals filed by claimants and employers who disagree with a UI benefit or tax liability determination. The first level is the heard by the Appeals Tribunal. The second level is the Board of Review. The next level is the state court system. Tax hearings are appealed directly to the courts and are not appealable to the Board of Review.

Workload is usually assigned to each Administrative Law Judge, ALJ, based on the location of the claimant involved. Hearings are scheduled and conducted by ALJ's at sites located throughout the state. Some hearings are conducted by telephone, such as when one or both parties are not near a hearing location, or to help balance the workload. Most appeals hearings are based on non-monetary determinations of eligibility.

If a claimant or employer disagrees with an agency decision or determination they have 15 days from the mailing date to appeal their case to the Appeals Tribunal. After 15 days the decision or determination is final unless the appealing party can show good cause for requesting an appeal after the 15-day deadline. If an appeal is filed after the deadline the administrative law judge will hear the timeliness issue first to determine whether or not to proceed with the Appeal hearing. A decision is issued after the ALJ hears the case and reviews any documentation presented as evidence.

If a claimant or employer disagrees with the Appeals Tribunal's decision they have 15 days to appeal their case to the Board of Review. After 15 days the decision is final unless the appealing party can show good cause for requesting an appeal after the 15-day deadline. If an appeal is filed after the deadline the Board of Review will consider the timeliness issue first to determine whether or not to proceed with the review. The Board of Review reviews the case records, the recording of the hearing, and Appeal Tribunal's decision and decides whether to uphold or overturn (in whole or in part) the Appeals Tribunal's decision, or vacate the decision and remand the case back to the Appeals Tribunal.

If a claimant or employer disagrees with the Board of Review's decision they have 15 days to file a petition with the local state district court. When a claimant or employer petitions the district court, the case is out of LWC jurisdiction. LWC prepares a case file, and the LWC Legal Unit submits a written brief and appears in court to give an oral argument about the case. LWC must be able to print the entire record utilize by LWC in making their decisions.

Currently claimants and employers file appeals through fax, US mail, and online through the LWC website. All faxes and paper documents received by LWC are captured and processed by LWC's Imaging and Workflow System or UIConnect. UIConnect sends the captured image as an attachment to a work item so that a user can docket and assign the case to an ALJ. A hearing is scheduled and the necessary parties involved notified of the date, time, and location of the hearing. Decisions are dictated, typed, proofed, corrected, proofed again, signed, and mailed to the affected parties. Currently this process is manual.

Appeal Acceptance, Assignment, Scheduling and Notification

LWC envisions an automated system wherein the System will determine the case issue based on the determination being appealed and attach the appropriate Adjudication or Tax work item(s). In a real-time mode of operation, the system will create a new case record, or work item, docket the appeal, automatically assign an ALJ based on business rules, schedule the hearing based on their calendar, and create correspondence that will notify all involved parties of the hearing date, time, and location. The hearing date and time will go to the staff calendar and work queue as a work item. A user-maintained ALJ Table noting, but not limited to the following is required: each ALJ workload maximum, type of case and average time required to administer, location to conduct hearings, whether the ALJ conducts in-person and/or telephone hearings, and calendar of available hearing dates and times.

The system will issue an immediate alert to an ALJ attempting to adjust the calendar of availability that may conflict with hearing notifications already issued. The ALJ will be given an option to continue with the change or to cancel. By continuing, the system will automatically search for another available ALJ to reassign the case. If another ALJ can assume the case, the schedule adjustment will be accepted. If not, the ALJ must note the reason for the change in schedule and the case will be routed to a supervisor for review. Changes administered by the supervisor will follow all notification rules, reschedule the hearing, and notify all parties affected.

The system will automatically update and track all events of an appeal process. Users with secure file access to appellate information will be able to check case status at any time and perform manual updates if appropriate.

The Case Folder

The case folder will contain all documents as well as work items previously used to make the original determination that is being appealed. The ALJ must be able to easily add documents submitted prior to and during the hearing. The ALJ must be able to mark any of these documents as exhibits in a manner that does not obscure the document contents, and this notation must be maintained for subsequent review, printing and appeal to higher authorities. The ALJ must have the ability to order and reorder the sequence of the documents. Once the case is heard, nothing can be changed or added to the case folder.

Decision Issued

As soon as possible after the hearing, the ALJ reviews all supporting documentation, any exhibits and testimony entered into the record to issue a decision. The system will match the issue with the appropriate law and pre-fill variable data from the case folder. The system will allow the ALJ to choose the outcome: Affirmed; Reversed; Modified; Dismissed as untimely; Dismissed for default by the appellant; Returned to Agency; insert appropriate dates; and allow the ALJ to modify any of the above. The system will digitally record the ALJ's Findings of Fact for transcription on the decision. Once the decision is transcribed, it will be electronically sent to the ALJ for review and correction. Once the ALJ is satisfied with the revisions, he/she approves it for release to the interested parties. Entry of the decision would also apply any updates to the parent claim, such as stops or removal of stops and appropriate work items to any Business Unit, including Overpayment.

The system will generate decision notifications in batch that will be processed through the administrative mailroom.

File Maintenance and Record Retention

LWC must store and protect records relative to unemployment appeals, in compliance with State record retention laws. Appeal files can be stored electronically with images of all documents for the length of time that law and regulations require if legally permitted. All files should be cross-referenced by docket number, Social Security number, claimant last name and employer name.

Records are to be kept as long as necessary to comply with State law and policy. Files are purged when allowed and moved to an archive where retrieval can be accomplished if necessary.

Appeals Use Cases

4.2.1 Auto Assign Docket Number

4.2.2 Auto Assign Administrative Law Judge

4.2.3 Update Appeal Data

4.2.4 Maintain Appeals Hearing Duration Table

4.2.5 Schedule Appeal Hearing

4.2.6 Prepare for Hearing

4.2.7 Prepare Appeal Decision or Recommendation

4.2.8 Review Appeal Decision

4.2.9 Release Appeal Decision

4.2.10 Auto Assign Cases to BOR

4.3 Global Uses Cases

4.3.1 Set Up Calendar

4.3.2 Maintain Calendar

4.3.3 Maintain Statutory Provisions Table

4.3.4 Remove Calendar Assignments

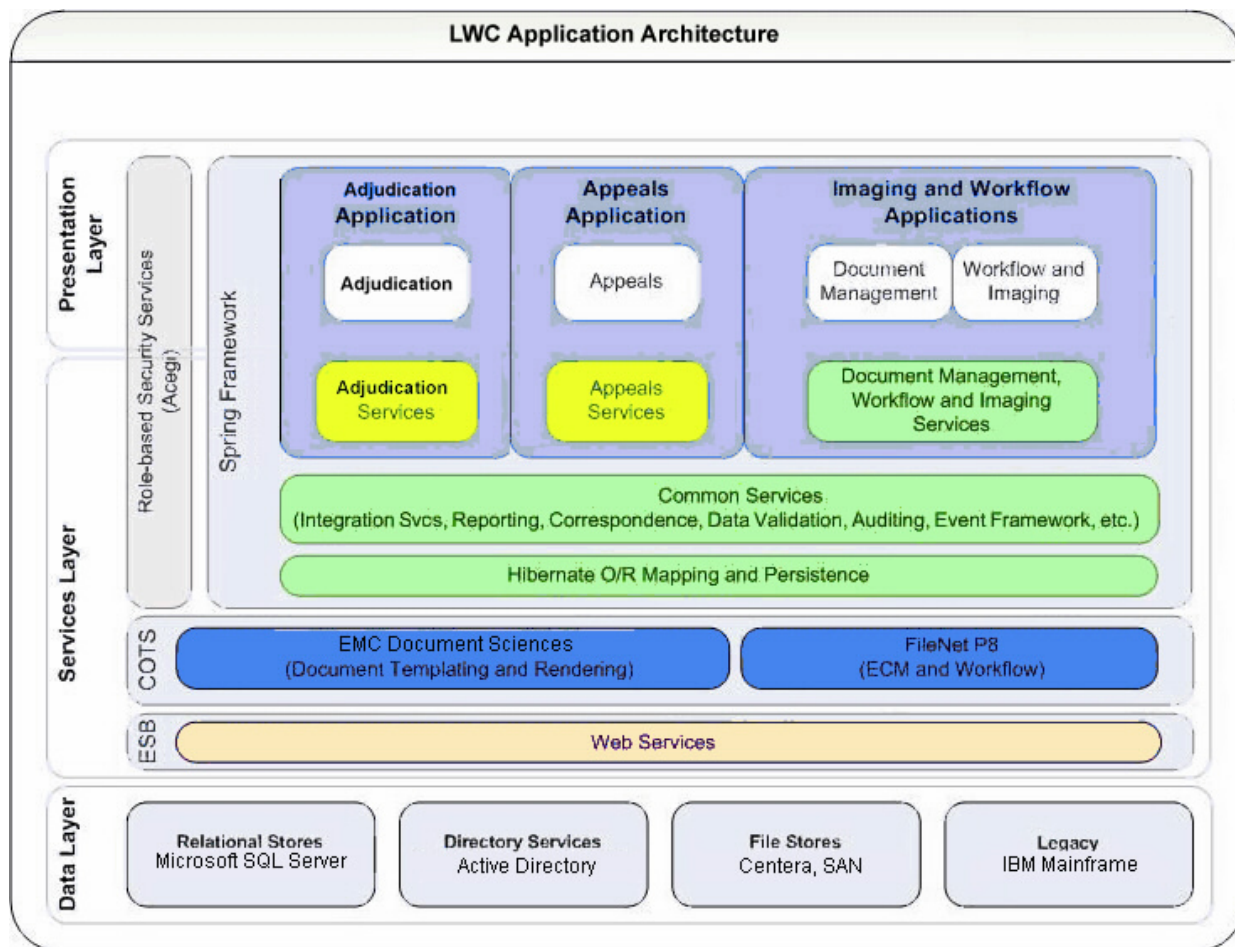
4.3.5 Redesign Forms

4.3.6 Automatically Generate LWC Documents

5.0 Technical Requirements

The Proposer shall describe in their proposal how their solution will meet all of the technical requirements defined in this section.

This proposal will enhance the current Imaging and Workflow Application by adding Appeals and Adjudications services. The application is built on a J2EE framework, utilizing IBM Websphere 6.1 (Application Server), FileNet P8 (ECM and Workflow), EMC Document Sciences (for forms design and rendering), Microsoft SQL Server 2005 (Relational Database), and Microsoft Active Directory (Directory Services). EMC Centera is used for the FileNet Object Stores. The system interfaces with IBM Mainframe and other legacy applications via database and batch processes. All servers are running on Microsoft Windows 2003 Enterprise Server. The current development platform is IBM RAD running on Windows XP.



Overview of the LWC Application Architecture.

6.0 Project Requirements

This section describes how the project will be structured and managed.

6.1 Rational Unified Process

LWC is using the Rational Unified Process (RUP) for application development and has implemented IBM Rational development tools (Rose, Clear Case, Clear Quest, and Requisite Pro) to facilitate the development and management of requirements.

The contractor shall follow RUP best practices in developing and implementing their solution and maintain their artifacts in LWC's Rational tools. The contractor may either develop their artifacts in LWC's tools and leave them there or develop their artifacts in their own tools and transfer them to LWC's tools when they are finished. The contractor shall be responsible for providing copies and/or seat licenses for their own tools.

6.2 Location

The sole State location for performance on this RFP is LWC's Administrative Office (AO) at the address cited below.

Louisiana Workforce Commission
1001 North 23rd Street
Baton Rouge, LA 70802-3338

All materials provided by the contractor shall be delivered to the AO. All meetings with LWC personnel and LWC staff training will take place at the AO. All on-site services such as installation, setup, and warranty repair shall be performed at the AO.

The contractor is not required to perform all design and development work on-site. LWC assumes it will be expeditious to perform a certain amount of the work on-site and will provide facilities for the contractor's on-site staff (see State Responsibilities).

The Proposer shall describe what work will be done on-site and off-site in their proposal.

6.3 State Responsibilities

The State will provide:

1. Three (3) furnished cubicles equipped with telephones and Internet connections for contractor personnel located in the LWC IT department. Windows Workstations equipped with Microsoft Office Professional and Lotus Notes email are available for these cubicles upon request. Additional facilities may be provided upon request to the State Project Manager.
2. Access to LWC's network and project files and databases as required.
3. Copies of software or seat licenses for LWC applications used by contractor personnel such as the Rational development tools and MS SQL.
4. The use of copy machines and printers along with the provision of common office supplies.
5. Meeting rooms and training facilities.
6. Safe and free access to LWC systems and facilities needed to conduct project tasks.
7. Timely access to LWC staff and documentation as required.
8. Timely reviews of submitted work products and approval of deliverables when completion criteria are met as identified in each task description.

The State will:

9. Notify appropriate LWC staff and State personnel (if necessary) of the purpose, significance, and importance of the project and solicit their cooperation with the contractor.
10. Assist in the prioritizing of tasks based on the availability of LWC staff.

11. Coordinate scheduling of interviews with selected LWC staff.
12. Review work plans, checklists, data gathering forms, interview results, draft documents, and reports as required.
13. Review deliverables and provide comments and requested modifications or approval within five (5) to ten (10) business days from submission depending on size, complexity, and levels of review required.
14. Be responsible for the supervision, direction, and control of its own personnel.

6.4 State Staff Roles and Responsibilities

LWC has established a LaCATS Program Management Office (PMO) to provide a single point of contact, management, and administrative and logistical support for contractors working on LaCATS. The PMO is directed by the LaCATS State Project Manager. The PMO will provide contractor guidance and direction, review and approve deliverables, provide access to LWC staff and management, arrange user meetings, and facilitate access to LWC equipment and facilities among other services.

The Proposer shall describe the number of LWC staff required to work with the contractor for the successful implementation of this project as well as the desired knowledge and experience needed.

6.5 Contractor Staff and Responsibilities

1. The contractor shall provide adequate qualified staff to perform the detailed design, development, testing and implementation of the solution, and all related activities such as configuration management, and training.
2. The contractor shall provide a project manager who will serve as a single point-of-contact for the contractor, be responsible for managing the project, and who is empowered to make decisions for the contractor. This project manager shall be on-site at least fifty percent (50%) of the time and present for all key activities and meetings.
3. The contractor shall be responsible for the supervision, direction, and control of contractor and subcontractor personnel.
4. Contractor personnel working on-site shall adhere to active LWC personnel policies and procedures. LWC will provide copies of these policies and procedures on request.

6.6 Contract Amendments

A Contract Amendment is required for any modification to the Scope of Services that results in change of the total price or performance period of the contract. Under Louisiana law change orders are implemented as Contract Amendments.

The contractor or LWC may initiate a Contract Amendment at any time during the performance period of the contract as a result of a discovery that impacts the total cost or delivery schedule.

When the contractor or LWC determines a Contract Amendment is required they will follow the following procedure:

1. Generate a written Change Request (CR) that briefly describes the change, the reason for the change, and the estimated impact to the price and/or schedule.
2. Submit the CR to a change review board consisting of the PMO and contractor management staff for review and approval.
3. The Change Review Board will discuss the change and may request more detailed information to evaluate it.
4. The Change Review Board will either recommend or deny the CR with explanation.
5. When the Change Review Board recommends the change, LWC will review the request and either approve or deny the request.
6. When LWC approves the CR, the contractor and LWC will complete a Contract Amendment that augments the brief descriptions in the CR with a detailed description of the change with the same degree of specificity as in the original Scope of Services. The Contract Amendment shall include a list of all the artifacts affected by the change and a description of the change to each artifact along with a firm fixed price and/or schedule modifications.
7. Complete and approved Contract Amendment's are forwarded to LWC's contract office for review and possible modifications and then sent to the Deputy Executive Director for his or her signature.
8. After the Deputy Executive Director signs the Contract Amendment, it is sent to the Louisiana State Office of Contract Review (OCR) for review and approval.
9. Once the Contract Amendment is approved by the OCR, it is incorporated as an amendment to the contract.

The contractor shall incorporate and implement the approved Contract Amendment as described.

6.7 Configuration Management

The contractor shall place the baseline system requirements and configuration established in section 3.1.7 Establish Baseline System Requirements and Configuration under configuration management control. The contractor shall maintain the renovated system configuration in the Rational products for the duration of the project by updating the configuration to reflect additions, modifications, and deletions made during the development, testing, and implementation of the renovated system.

The contractor shall identify configuration changes as the need for them occurs. The contractor shall document the changes, develop an appropriate configuration change implementation schedule, and submit them to LWC for review and approval. LWC shall be the final approving authority for all configuration changes. The contractor shall incorporate approved configuration changes as scheduled. All configuration changes shall be made before final delivery of the documentation.

The Proposer shall include a configuration management plan in their proposal that describes their configuration management procedures and identifies key points in the project schedule where the system configuration must be up-to-date before proceeding.

6.8 Reporting

The contractor shall:

1. Prepare and submit monthly written status reports to the LaCATS State Project Manager that include a list of tasks accomplished, in-progress, and soon to be started, along with any existing unresolved and newly discovered issues.
2. Provide oral briefings on project issues and status as requested by the State Project Manager or at least bi-weekly.
3. Provide a list of contractor personnel that are scheduled to work on-site that includes name, title, duties or purpose, arrival and departure dates and times, and update the list periodically as required throughout the project to keep it current.
4. Notify LWC at least twenty-four (24) hours in advance of ad-hoc and unscheduled visits by contractor personnel coming to perform special tasks such as meetings, training, or equipment repair.
5. Provide ad-hoc reports and research findings in response to LWC requests for change order evaluation, configuration control reviews, and other similar reasons.
6. Notify LWC within three (3) business days of any issue serious enough to stop work, delay the schedule, or affect the total price of the contract.
7. Use a web-based issue tracking system to provide up-to-date status on resolution of open issues.

6.9 Care of LWC Property

The contractor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and LWC property furnished by LWC for the contractor's use in connection with the performance of this contract. The contractor shall exercise his or her best efforts to prevent damage to all such property and shall, at LWC request, restore damaged property to the extent possible to its condition prior to the damage at the sole expense of the contractor. Such restoration shall be complete when judged satisfactory by LWC. In addition, at LWC's request, the contractor shall reimburse LWC for any loss or damage to such property caused by the contractor, or any agent or subcontractor employed or utilized by contractor. The contractor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of LWC and the State. The contractor shall obtain prior written approval from LWC before using the name, marks or intellectual property rights of LWC or the State.

6.10 Contract Close-Out Support

LWC has a State requirement to formally close-out all contracts. The contractor shall provide assistance to the LaCATS State Contract Officer in performing this task. Assistance shall include providing copies of misplaced documents; final accounting of funds spent and invoices submitted; return of LWC test data and property; and the delivery of overlooked artifacts to complete deliverables amongst other similar items.

ATTACHMENT II

PROPOSAL INFORMATION

Proposer should submit a technical proposal as specified below which should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the Scope of Services described herein. Proposer should respond to all areas requested.

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Section 6 and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

2. Corporate Background and Experience

The proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement, preferably audited.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract including any experience in developing and implementing any modernization of any state's Unemployment Insurance systems. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references. Proposers should also describe their RUP experience.

3. Proposed Project Staff

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

4. Approach and Methodology

Each Proposer should address how their firm will meet all the requirements of this RFP with particular attention to the following:

- Proposer should define their functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions.
- Define the approach used to implement the project within LWC's infrastructure and identify issues that would prevent or impair implementation or operation across LWC's heterogeneous environment.
- Proposer should define their strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
- Define the approach for defining system and data security and securing confidential LWC information and data used for development and testing.
- Proposer should identify areas of project risk and procedures to mitigate these risks.
- Proposer should define the methodology to be utilized for system design.
- Proposer should explain how each Task and Service will be performed (this should take into account project phasing, use of tools, technologies, etc.
- Provide detailed descriptions of deliverables of particular interest to LWC specified in Attachment I, and especially section 3 Deliverables.
- Describe what type of work and how much work will be done on-site and off-site and where off-site work will be performed and the percentage of total on-site work time versus off-site work time.

5. Cost Information

1. Provide the total cost (inclusive of travel and all project expenses).
2. Proposer must complete the Price Schedule worksheet (Attachment V) and include it with their cost proposal.
3. For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.
4. If a subcontractor will be used, clearly identify any subcontractor arrangements.

6. Administrative Information

1. Provide a completed Certification Statement as shown in Attachment III, Part B
2. Discuss any suggested revisions to non-mandatory terms and conditions from Attachment IV, Consulting Services Contract.

ATTACHMENT III

CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. The State requires 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: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

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

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

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year 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 final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV

SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of _____, 20__, the (Agency Name), hereinafter sometimes referred to as the "State", and (Contractor's name and legal address including zip code), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

[Provide the concise description of the data processing consulting services to be acquired]

1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate **(spell-out)** **(n)** months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

2.3 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

2.4 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

2.5 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

2.6 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is.

2.7 CONFIDENTIALITY

The State anticipates that the performance of contract duties will require the Contractor to have access to confidential records and information of the State's unemployment compensation system, hereinafter referred to as "shared data." By signing this Contract Contractor acknowledges that all such shared data is confidential pursuant to 20 Code of Federal Regulations (CFR) Part 603 and Louisiana Revised Statute 23:1660, and all confidentiality requirements thereby required are hereby incorporated into and made a requirement of this Contract. The shared data is not subject to public disclosure under the Louisiana Public Records Law, R.S. 44:1 et seq.

Contractor agrees to establish appropriate administrative, technical and physical safeguards to safeguard the confidentiality of the shared data supplied by State and to prevent unauthorized use of or access to it. Only authorized users shall be allowed access to the shared data, and their access shall only be for the purpose of performing duties under this Contract.

Contractor agrees to store any shared data in its custody in a place that is physically secure from access by unauthorized persons. Additionally, Contractor agrees to store and process shared data supplied in an electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the data by any means. Contractor shall undertake precautions to ensure that only authorized personnel are given access to shared data stored in computer systems. Contractor agrees not to store or allow its employees to store any confidential information received from LWC on any portable storage media or peripheral device (e.g., laptops, thumb drives, hard drives, etc.) or to print out any shared data except to the extent that printed data is essential to the Recipient's authorized use of shared data.

Contractor shall instruct all personnel having access to shared data about the confidentiality and security requirements affecting the shared data and shall ensure that they adhere to those requirements and procedures required under the terms of this Contract.

Contractor agrees to notify LWC within fifteen (15) days of the resignation or termination from employment of any person having direct remote access to shared data contained in LWC's data processing system, or if any person who has such access to shared data no longer requires such access to shared data. The purpose of this requirement is to effect the prompt disabling of any such person's remote access to shared data. Failure to provide such information may result in the immediate termination of this Contract.

Contractor shall be responsible and liable for ensuring that the confidentiality of shared data received is maintained as required under both federal and state laws, and shall indemnify and hold harmless the LWC against any suits, claims, actions, complaints, liability of any kind, or legal costs, related to or arising from any breach of the confidentiality of shared data or the misuse of shared data.

Under no circumstances shall shared data be used for any type of solicitation without the express written approval of the State for that specific purpose.

Contractor shall dispose of shared data, including all copies thereof, after the purpose for disclosure has been served. "Dispose" means the return of the information to the LWC or the destruction of the information in a manner approved by LWC.

Contractor agrees to fully and promptly report to LWC any infraction or violation of the confidentiality or security requirements set forth in this data sharing agreement, and agrees to take appropriate disciplinary action against anyone found to have violated the terms of this Agreement or applicable federal or state law.

Contractor acknowledges that, under R.S. 23:1660(C)(1), shared data generally is exempt from subpoena. Contractor shall immediately notify the State of any subpoenas or similar demands served on or otherwise received by it which seek to compel the production of shared data. Contractor shall cooperate with the State in the State's efforts, at the State's expense, to intervene or otherwise seek to quash, limit or resist the production of shared data.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

3.2 CONFIGURATION REQUIREMENTS

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

3.3 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the following project management functions:

A. Provide Project Management - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

B Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

3.4 QUALITY ASSURANCE REVIEWS

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

A. Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. Personnel Changes. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become

unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources.* Contractor will provide other resources as specified in Attachment III.

3.6 STATE PROJECT DIRECTOR

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.8 STATE STANDARDS AND GUIDELINES

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

4.0 ACCEPTANCE OF DELIVERABLES

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the

State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

F. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$_____. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of _____ (*Name of Designee*).

(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only)

Example A. Payment by Task.

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Payment Schedule

State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

Example B. Payment by Percentage of Completion

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the State and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor. 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the State and training of State personnel 30%

Final Plan accepted by the State 20%

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

6.2 TERMINATION FOR CONVENIENCE

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

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

8.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by 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 have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

10.0 NONASSIGNABILITY

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

11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

12.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

14.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract 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 Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

15.0 NONDISCRIMINATION ASSURANCE CLAUSE FOR CONTRACTORS

The contractor agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Investment Act of 1998 (WIA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Contractor assures that it will not discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

16.0 HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

WITNESSES SIGNATURES:

**STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION**

By: _____
DATE

By: _____
DATE

TAX I.D. NO.
TELEPHONE: ()

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

ATTACHMENT I

STATEMENT OF WORK

1.0 INTRODUCTION

[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]

2.0 DESCRIPTION OF SERVICES/TASKS

[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]

3.0 SCHEDULE REQUIREMENTS

[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

[Describe the performance measures to be taken during the project and monitoring plan.]

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted,

	prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.

Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]

ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]

2.0 SPECIAL REQUIREMENTS

[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]

3.0 STANDARDS AND GUIDELINES

[List here references to applicable standards and/or guidelines or indicate "NONE".]

[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should take steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]

ATTACHMENT III

CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name/Company</u>	<u>Responsibilities/Classification</u>	<u>Rate</u>	<u>Expected Duration</u>
---------------------	--	-------------	--------------------------

...
...
...
...

[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

ATTACHMENT IV

STATE FURNISHED RESOURCES

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 PROJECT DIRECTOR

The Project Director appointed by the State as described in Section 3.6 is _____ who is the principal point of contract for this contract on behalf of the State.

2.0 TECHNICAL STAFF

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

3.0 FUNCTIONAL STAFF

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director.

4.0 OFFICE FACILITIES

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

5.0 COMPUTER FACILITIES

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.0 OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

ATTACHMENT V

COST PROPOSAL

Adjudication and Appeals Automation Price Schedule

RFP _____

Name of Company

Proposal Number

Name
Number

TOTAL COST _____

ADDITIONAL INFORMATION:

Total Estimated Number of Hours

Estimated Number of Hours	Classification	Billing Rate

Subcontractor Arrangements, if any (please explain):

ATTACHMENT VI

ADJUDICATION AND APPEALS USE CASES

Determine and Set Detection and Due Dates for Adjudication Work Item

Context

This use case describes the functional requirements of LaCATS when it is used to determine the Detection Date and set the Due Date for an Adjudication Work Item. Federal regulations mandate that benefit first payments must be issued within 14 days of the first compensable week ending date or 21 days from the detection date, whichever is later. The term applied to this condition is ‘Meeting Time Lapse’. Work items must be set with the appropriate detection and due dates in order that LWC “Meet Time Lapse.” LWC wishes to have work items established whether there is a compensable week filed or not. This will allow staff to begin gathering the facts relating to the issue before it is mandated to do so.

Primary Actor(s)

LaCATS

Secondary Actor(s)

LWC network, including the operating system

Prerequisites

The claimant has an issue on the claim.

Post Condition

- A. The work item is in a pending Due Date Status.
- B. The detection date has been set for the work item issue.
- C. The due date has been set for the work item issue.

Success Path

1. LaCATS determines that there is an issue on the claim.
2. LaCATS determines the detection date for the work item issue according to the business rules.
3. LaCATS determines that the claimant has filed for a compensable week of benefits.
4. LaCATS determines the due date for the work item issue according to the business rules.
5. LaCATS sorts the work items in the actor’s inbox according to Due Date.

Alternate Paths

- 1A. LaCATS determines there is no issue on the claim. Use case ends.
- 3A. LaCATS determines that the claimant has not filed for any weeks of benefits.
 1. LaCATS identifies the work item as Pending Due Date Status in the actor’s inbox and sorts according to the detection date.

2. When a compensable week is filed, use case continues with **Success Path 3.**

Special Requirements

None

Business Rules

- A. Refer to the ETA Reports Handbook 401 for definition of first compensable week.
- B. Detection Date is the earliest date the agency became aware of an issue. Normally an issue is detected when a claim application is filed. If the application is taken by the call center, the detection date is the date the application was taken by the CSR. If the application is completed by the claimant on-line, the detection date is the next business day. For employer protests on issues not already detected, the detection date is the date the protest is received by the agency.
- C. To determine Due Date for a work item: 14 days of the first compensable week ending date or 21 days from the detection date, whichever is later.

Notes

Perform Fact Finding

Context

This use case describes the function of LaCATS when it is used to document the process of obtaining additional information on a claim, either from a claimant or an employer.

Primary Actor(s)

Adjudication Specialist 2

Secondary Actor(s)

- A. Operating system in the actor's computer.
- B. UIConnect
- C. LWC network, including the operating system.

Prerequisites

The Primary Actor has a work item issue that needs additional Fact Finding information.

Post Condition

The fact finding documentation is completed and stored with the work item.

Success Path

1. The primary actor selects the action to document additional facts concerning the claimant's separation.
2. LaCATS presents the primary actor with a document resembling the Form 259, Request for Additional Information based on the work item issue.
3. The primary actor completes the document.
4. LaCATS stores the document as part of the work item documentation to be presented to the primary actor when he is ready to complete the [Generate a Non-Monetary Determination](#) use case on the issue.

Alternate Paths

- 2A. The primary actor determines that the 259 presented is not correct; the primary actor is presented with a drop down menu and is able to make a choice from there.

Special Requirements

None

Business Rules

None

Notes

Determine Deduction Amount

Context

This use case describes the function of LaCATS when it is used to determine the amount to be deducted when a claimant has severance, vacation, pension, bonus, child support, tax withholding, wages, disability, WARN Act, workers' compensation, holiday, wages in lieu of notice, etc.

Primary Actor(s)

Adjudication Specialist 2

Secondary Actor(s)

- A. Operating system in the actor's computer.
- B. UIConnect
- C. LWC network, including the operating system.

Prerequisites

The Primary Actor has a work item issue dealing with Compensation issues.

Post Condition

- A. The amount of the deduction is properly calculated and is updated to the [Automatically Generate a Non-Monetary Determination](#) use case.

Success Path

1. The primary actor selects the action to determine a deduction amount within the Compensation work item.
2. LaCATS presents the primary actor with a spreadsheet requesting compensation data supplied by the claimant and/or the employer.
3. LaCATS determines the amount of the deduction based on business rules for that specific compensation.
4. LaCATS stores the calculation and worksheet as part of the work item documentation.
5. LaCATS transfers appropriate data to the [Automatically Generate a Non-Monetary Determination](#) use case.

Alternate Paths

None

Special Requirements

None

Business Rules

The amount of the deduction is determined according to the type of compensation.

Bonus: Deductible as wages in the week in which the payment was received.

Wages: Deducted by the LWC mainframe system after the first \$50 or 50% of weekly benefit amount whichever is less. The non-monetary determination should include the total amount, and LDOL will make the distinction.

Disability Payment: Deductible dollar for dollar for any week in which disability payments are received from a base period employer.

Holiday Pay: Deducted as wages in the week in which the holiday occurred.

Pension: Deducted dollar for dollar. If paid monthly, formula is monthly amount x .23% to determine weekly amount. If paid in a lump sum and the monthly amount is not supplied by the employer, the actuary chart is used to determine weekly amount. Social Security and 401K pensions are not deductible. If a base period employer contributed to the pension plan, the pension is deducted. Pensions paid by employers who are not in the base period are not deductible.

Severance: Deductible as wages beginning with the first regular work day after the last day of work. Deducted based on hourly rate of pay using his regular work schedule minus any overtime hours until the total received has been exhausted. When payment is not made within one pay cycle after the last day worked, payment would begin with the Sunday of the week in which the payment was received. When payment is due but clearly in doubt, no deduction would be made.

Vacation: Deductible as wages beginning with the first regular work day after the last day of work. Deductible based on hourly rate of pay using his regular work schedule minus any overtime hours until the total received has been exhausted. When payment is not made within one pay cycle after the last day worked, payment would begin with the Sunday of the week in which the payment was received. When payment is due but clearly in doubt, no deduction would be made. In temporary layoffs with no formal agreement which requires the pay to be for designated weeks, vacation pay is deemed to be paid in the week(s) in which the vacation is actually taken.

WARN ACT: Deductible as wages for 60 days from the date of the notice letter minus any days actually worked after the notice was given. Calendar days are used.

Wages in Lieu: Deductible as wages beginning with the first day after the last day worked and continuing over the claimant's regular work scheduled (excluding overtime) until the total amount received has been exhausted.

Workers' Compensation: Deductible \$ for \$ for any week in which Workers' Compensation has been received.

Child Support: Deductions ordered by Louisiana courts are deductible dollar for dollar up to 50% of the claimant's weekly benefit amount.

Tax Withholding: 10% of weekly benefit amount.

Notes

See Deductible Income Worksheet sample below:

Deductible Income Worksheet formula

Period: =IF(D17<>"", (D17/I17), "")

Weekending line 1: =IF(I19<>"", I19+VLOOKUP(N19, N22:P28, 3, FALSE), "")

Hours/day line 1:

=IF(B25<>"", IF(VLOOKUP(N19, N22:O28, 2, FALSE)>D19, D19, VLOOKUP(N19, N22:O28, 2, FALSE)), "")

Amount line 1: =IF(D25<>"", SUM(D25*I17), "")

Prior line 1: =IF(B25>=D13, "", "PRIOR")

Exc/ded line 1:

=IF(F25<>"", IF(I25<>"PRIOR", IF(F25>=\$D\$15, "EXCESSIVE", IF(F25=0, "", F25)), ""), "")

Weekending line 2,3,4...: =IF(B25<>"", IF(D26<>"", B25+7, ""), "")

Hours/day line 2,3,4...: =IF(G25>0, IF(D25<>"", IF(\$D\$19-D25>=40, 40, IF(\$D\$19-D25>0, \$D\$19-D25, "")), "", "")

Amount line 2,3,4...: =IF(D26<>"", SUM(D26*\$I\$17), "")

Prior line 2,3,4...: =IF(B26>=D13, "", "PRIOR")

Exc/ded line 2,3,4...:

=IF(F26<>"", IF(I26<>"PRIOR", IF(F26>=\$D\$15, "EXCESSIVE", IF(F26=0, "", F26)), ""), "")

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Clear Form

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Generate a Non-monetary Determination

Context

This use case describes the function of LaCATS when it is used to generate a non-monetary determination to a claimant or employer or both. These determinations are printed on Forms LWC 385C (claimant copy), 385E (employer copy), 485C (claimant copy) and 485E (employer copy). The Form 385 is generated when the non-monetary determination establishes a disqualification or informs that an issue is non-disqualifying; and the Form 385 has appeals rights. The Form 485 is generated when the non-monetary determination removes/ends an existing disqualification; and the Form 485 does not have appeal rights. A Form B010, DUA Notice of Determination, is used when the claim is DUA. This form has different appeal rights than the Form 385.

Primary Actor(s)

- A. Adjudication Specialist 2
- B. Non-Charge Specialist

Secondary Actor(s)

- A. Operating system in the actor's computer.
- B. UIConnect
- C. LWC network, including the operating system.

Prerequisites

All documents requested on the work item have been received or the work item has reached the due date. The Primary Actor is ready to make a decision.

Post Condition

- A. A non-monetary determination has been issued.
- B. Data has been sent to the database. LWC mainframe programmers will upload data to the mainframe appropriately by establishing Benefit Overpayment or Canceling Benefit Overpayment. Benefit Charge data is also appropriately updated.
- C. The claim record has been updated in accordance with the determination.
- D. A copy of the non-monetary determination is attached to the completed work item and annotated in such a way as to know that the determination is associated with this particular completed work item.

Success Path

1. The primary actor selects the action to complete the Non-Monetary Determination.

2. The primary actor is presented a possible list of non-monetary determinations to choose from based on the issue of the work item and information contained in the history of the claim documentation. Each non-monetary determination has information (Employment Security Law and Policy and Precedent) about the non-monetary issue to help the primary actor choose the appropriate one.
3. The primary actor may expand the list of non-monetary determinations by entering in another issue or expanding on the issue if not all were presented.
4. The primary actor may also modify the wording to be included on the non-monetary.
5. The primary actor is presented information necessary to complete the non-monetary determination, such as disqualification dates, deductions, employer account number, 10x prequalification amount, first week affected, etc. based on information contained in the work item history. The System will allow the primary actor to change or update these items as necessary.
6. LaCATS determines that the determination chosen by the actor is data for a Form 385C or 385E or both.
7. LaCATS populates the Form 385C or 385E or both templates (or Form B010 if the claim is DUA) with the data entered by the actor, data about the claimant from the work item and database, and the non-monetary determination message associated with the determination chosen by the actor.
8. LaCATS generates the form to the claimant, employer, or both and sends to LWC mainframe for batch processing and mailing.
9. LaCATS updates the claim record in accordance with the determination as described in the special requirements and removes any temporary stop payment that is authorized by the primary actor data entry.
10. LaCATS determines that the determination disqualifies weeks for which benefits have been paid and initiates a work item for the Overpayment Business Unit and/or sends data to the mainframe to set up the overpayment. The use case continues in accordance with **Success Path Step 11**.
11. LaCATS maintains a record of the user-id of the primary actor and the data associated with the determination. This data may be associated with an appeal if the claimant or employer appeals the determination.

Alternate Paths

- 6A1. LaCATS determines that the determination number entered by the actor is data for a Form 485C or 485E or both: LaCATS determines that data entry for the disqualification being modified or removed matches a disqualification on the claim record. The use case continues in accordance with **Alternate Path Step 7A**.
- 6A2. LaCATS determines that the determination number entered by the actor is data for a Form 485C or 485E or both: LaCATS determines that data entry for the disqualification being modified or removed **does not** match a disqualification on the

claim record. LaCATS sends a message to the primary actor that the data does not match and allows the primary actor a choice to re-enter the data or end the use case.

6A3 The primary actor chooses to re-enter the data. The use case continues with **Success Path Step 2**.

6A4 The primary actor chooses to end the use case. The use case ends.

7A. LaCATS populates the Form 485C or 485E or both templates with the data entered by the actor, data about the claimant from the database and work item, and the non-monetary determination message associated with the determination chosen by the actor. The use case continues in accordance with **Success Path Step 8**.

10A1.LaCATS determines that the determination removes or modifies a previous disqualification for one or more weeks that were previously determined as overpaid. LaCATS initiates a work item for the Overpayment Business Unit and/or sends data to the mainframe to remove the overpayment. The use case continues in accordance with **Success Path Step 11**.

10A2.LaCATS determines that the determination assesses a disqualification for Aggravated Misconduct and initiates a work item for the Claims Adjustments Business Unit and/or sends data to the mainframe to remove the wages. Wages earned for the EA number associated with the aggravated misconduct disqualification cannot be used in the monetary computation.

10A3.LaCATS determines that the determination assesses a disqualification for Double Dip and sends data to the mainframe to recycle the EB or TEUC claim when those programs have triggered on.

10A4.LaCATS determines that the determination removes or modifies a disqualification for Double Dip and causes payments to cease on an EB or TEUC claim. Where weeks overlap between program types UI and EB or UI and TEUC set a work item in the adjustments unit for transferring of weeks/ overpayment.

10A5.LaCATS determines that the determination is disqualifying and the employer protest was timely and sends data to the mainframe to non-charge the employer.

Special Requirements

- A. LWC will use the same non-monetary determination numbering system that is currently being used. Determination messages, corresponding types of disqualifications and detailed specifications will be provided to the vendor upon request.
- B. The vendor will develop template screens to determine deductible income which will populate the non-monetary on “Deductible Income” issues.
- C. The ORS Technical Specialist should have the ability to add, delete or change the existing set of determination messages and numbers.
- D. The primary actor may also enter data authorizing LaCATS to remove any temporary stop payment on the claim record.

- E. The system will pre-populate any screen presented to the primary actor with known fields from LWC's Database where appropriate.
- F. The system will maintain a history of actions taken by the primary actor and warn the primary actor should he/she attempt to generate a non-monetary determination on an issue already determined.
- G. The system will attach the Non-Monetary Determination to the Completed Work Item.
- H. The system will relate Employment Security Law as well as Policy and Precedent to the non-monetary/monetary issues to assist the Adjudicator in making the decision.

Business Rules

- A. The applicable section of the Louisiana Employment Security Law mentioned in the determination message must be printed on the determination.
- B. Form 385C and 385E and B010 must contain appeal rights.

Notes

Example for Success Path 2: During Fact Finding Claimant indicated:

- A. Quit
- B. To accept another job
- C. No change in hiring agreement
- D. No problems with the working conditions
- C. Employer confirmed

System suggested LWC non-monetary 451105. Quit to accept another job.

Automatically Generate a Non-monetary Determination

Context

This use case describes the function of LaCATS when it is used to automatically generate a non-monetary determination to a claimant or employer or both. These determinations are printed on the same forms described in the [Generate a Non-monetary Determination](#) use case. LaCATS is able to automatically generate these determinations when certain business rules are met and all the information is available for LaCATS to automatically generate the determination such as deductible income.

Primary Actor(s)

- A. Adjudication Specialist 2
- B. Non-Charge Specialist

Secondary Actor(s)

- A. Operating system in the actor's computer.
- B. UIConnect
- C. LWC network, including the operating system.

Prerequisites

LaCATS has received all information from previous use cases and is able to automatically generate the determination.

Post Condition

- A. A non-monetary determination has been issued.
- B. Data has been sent to the database. LWC mainframe programmers will upload data to the mainframe appropriately by establishing Benefit Overpayment or Canceling Benefit Overpayment. Benefit Charge data is also appropriately updated.
- C. The claim record has been updated in accordance with the determination.
- D. A copy of the non-monetary determination is attached to the completed work item and annotated in such a way as to know that the determination is associated with this particular completed work item.

Success Path

1. LaCATS populates the Form 385C or 385E or both templates (or Form B010 if the claim is DUA) with the data about the claimant from the work item and database, and the non-monetary determination message associated with the determination.
2. LaCATS generates the form to the claimant, employer, or both and sends to LWC mainframe for batch processing and mailing.

3. LaCATS updates the claim record in accordance with the determination as described in the special requirements and removes any temporary stop payment that is authorized by the primary actor data entry.
4. LaCATS determines that the determination disqualifies weeks for which benefits have been paid and initiates a work item for the Overpayment Business Unit and/or sends data to the mainframe to set up the overpayment.
5. LaCATS maintains a record of the user-id of the primary actor and the data associated with the determination. This data may be associated with an appeal if the claimant or employer appeals the determination.

Alternate Paths

None

Special Requirements

- A. LWC will use the same non-monetary determination numbering system that is currently being used. Determination messages, corresponding types of disqualifications and detailed specifications will be provided to the vendor upon request.
- B. The vendor will develop template screens to determine deductible income which will populate the non-monetary on “Deductible Income” issues.
- C. The ORS Technical Specialist should have the ability to add, delete or change the existing set of determination messages and numbers.
- D. The primary actor may also enter data authorizing LaCATS to remove any temporary stop payment on the claim record.
- E. The system will pre-populate any screen presented to the primary actor with known fields from LWC’s Database where appropriate.
- F. The system will maintain a history of actions taken by the primary actor and warn the primary actor should he/she attempt to generate a non-monetary determination on an issue already determined.
- G. The system will attach the Non-Monetary Determination to the Completed Work Item.
- H. The system will relate Employment Security Law as well as Policy and Precedent to the non-monetary/monetary issues to assist the Adjudicator in making the decision.

Business Rules

- A. The applicable section of the Louisiana Employment Security Law mentioned in the determination message must be printed on the determination.
- B. Form 385C and 385E and B010 must contain appeal rights.

Process Approved Training Data

Context

This Use Case describes the functional requirements of LaCATS when it is used to process UI approved training data and Self Employment Assistance Program approved training data. The claimant indicates at the time of filing an initial, additional, reopened, or continued claim that they are or they plan to attend school or a training program and completes a Form 259N or completes a Self Employment Assistance Program Application (SEA-1). LaCIS will capture some training information and a work item will be created in LWC's Workflow System. A Benefits Actor will enter the remainder of the approved training information into LaCATS.

Primary Actor(s)

- A. LaCIS
- B. LWC's Workflow System
- C. Benefits Actor

Secondary Actor(s)

- A. Operating system in the actor's computer.
- B. LWC network, including the operating system.

Prerequisites

LWC's Workflow System or a Benefits actor has received information indicating that a claimant is attending school or a training program and Work Item has been created.

Post Condition

- A. Training has been approved or disapproved.
- B. The claimant has been notified of the approval or disapproval.
- C. Training record has been sent to LWC's UITransactions Database for future use.

Success Path

1. The Benefits actor determines the data is from a 259 N for UI approved training.
2. The Benefits actor reviews the training data, enters any missing data, determines that the training meets the requirements for approval and updates the work item to indicate the approval.
3. LaCATS sends appropriate data to LWC's UITransactions Database to set up the training file.

4. LaCATS determines that the training has been approved based on the actor's data entry and generates a Training Approval Letter, Form B005, to the claimant in accordance with use case [Automatically Generate LWC Documents](#). The letter advises the claimant of the approval of the training, and the regulations for continued approval. LaCATS sets the eligibility review cycle to four.
5. LaCATS sets a calendar and determines based on business rules to send a letter to the claimant 14 days prior to the ending date of the approved training. The letter advises the claimant to resume work search when training ends.
6. LaCATS stores User ID of Primary Actor and the date and time transaction occurred.

Alternate Paths

- 1A. The Benefits Actor determines the data is from an SEA-1 for Self Employment Assistance training.
 1. The Benefits Actor commands LaCATS to review the claim data. LaCATS determines that 18 weeks remain in the benefit year, 18 weeks remain to be paid in the claim, and the claimant is a profiled worker. The use case continues with [Alternate Path 1A2](#).
 - a. The Benefits Actor commands LaCATS to review the claim data. LaCATS determines that 18 weeks do not remain in the benefit year, 18 weeks do not remain to be paid on the claim, and the claimant is not a profiled worker. The use case continues with [Alternate Path 1A2a](#).
 2. The Benefits Actor determines that the total claims receiving Self Employment Assistance is not equal to the total of 5% of total claims filed. The use case continues with Success Path Step 2.
 - a. The Benefits Actor commands LaCATS to review the claim data. LaCATS determines the total claims receiving Self Employment Assistance equal the total of 5% of total claims filed. The use case continues with Alternate Path Step 2A2.
- 2A1. The Benefits Actor reviews the training data, enters any missing data, determines that the training does not present an issue and does not require approval or disapproval. The benefits actor updates the training file to indicate this. The use case continues in accordance with [Success Path Step 6](#).
- 2A2. The Benefits Actor reviews the training data, enters any missing data, and determines that the training does not meet the requirements for approval. The actor updates the training file to indicate the disapproval and issues a non-monetary determination for availability (see use case [Generate a Non-Monetary Determination](#)). The use case continues in accordance with [Success Path Step 6](#).

Special Requirements

- A. The system will create user screens to display all data concerning this work item and the decisions made by the primary actor.

Business Rules

- A. A notice of training ending should only be sent to a claimant as follows: 1) the claimant is still filing weekly applications for benefits, and 2) the claimant is still attending training (there is no indication that claimant quit the training prior to the ending date.
- B. The aggregate number of individuals receiving a Self-Employment Assistance Allowance at any time may not exceed five per cent of the number of individuals receiving regular benefits at that time.

Notes

Generate Form LWC 284 (Certificate of Attendance)

Context

This Use Case describes the functional requirements for LaCATS when it is used to generate Form LWC 284 (Certificate of Attendance) to UI claimants exempt from work search requirements while in approved training that are required to periodically submit proof of attendance. When this form is generated, a work item is created in LWC's Workflow system. When the form is returned to LWC, it will be attached to the work item.

Primary Actor(s)

- A. LaCATS
- B. LWC's Workflow system
- C. Adjudication Specialist 2

Secondary Actor(s)

Prerequisites

A training file exists, the file has been designated that the training is in approved status and the claimant is currently receiving UI Benefits and it has been 6 weeks since the last 284 was mailed.

Post Condition

- A. Form LWC 284 has been sent to claimant by the selected method of communication and a work item has been created.
- B. Returned 284's are attached to the appropriate work item.

Success Path

1. LaCATS generates a Form LWC 284 to the claimant in accordance with use case: [Automatically Generate LWC Documents](#), and creates a work item.
2. LaCATS sets the due date for the work item 10 days from the mail date.
3. LaCATS attaches any returned 284's to the appropriate work item.
4. LaCATS presents the work item for the primary actor's review for selection of a non-monetary determination in accordance with use case: [Generate a Non-Monetary Determination](#).
5. LaCATS maintains a record of the date the Form was mailed and whether or not it was returned timely.
6. Appropriate data is sent to the UITransactions Database for mainframe updating.

Alternate Paths

- 3A1. The 284 is returned after the due date.

- 3A2. LaCATS determines that the original work item has been completed.
- 3A3. LaCATS creates a new work item with a due date 5 days from receipt of the form. LaCATS attaches the completed work item to this newly created work item. Use case continues with **Success Path Step 4**.
- 4A. The primary actor determines that the appropriate non-monetary determination was completed with the original work item. Work item is marked as completed and Use Case ends.

Special Requirements

The vendor will work with LWC to determine the best way to send data back and forth to determine when and which claimants are to be sent the form 284. The claimant must be currently receiving UI and have an active approved training file. It has been longer than 6 weeks since the last 284 form has been sent.

Business Rules

- A. Claimants on Approved Training are exempt from work search requirements but must periodically submit proof of school attendance.

Notes

- A. Check with IVR programmers to see if we could have a stored procedure on the ERP portion that checks whether the claimant is already in Approved Training and if the claimant says he is in school, generate the 284 or advise how to get one to fill out. If he is not in Approved Training already, send to Agent to ask questions and/or refer to Adjudication. This would need to be implemented on the Internet side also, but we could make that interactive. On the Internet side, if the claimant fails to fill out the 284, automatically place a stop on the claim, generate the non-monetary determination or pass to UIConnect and make a work item for Adjudication to process.

Generate Yearly Pension Increase Non-Monetary Determination

Context

This use case describes the functional requirements of LaCATS when it is used to generate the yearly Federal Civilian and Federal Military pension increase non-monetary determinations. Each year the USDOL advise SESAs of the percentage by which these retirement pensions increase. Unemployment Insurance claimants with active claims for which these type pensions are being deducted are issued a non-monetary determination informing them of the increase and the effective date of the increase.

Primary Actor(s)

ORS Technical Specialist

Secondary Actor(s)

- A. Operating system in the actor's computer.
- B. LWC network, including the operating system.

Prerequisites

The USDOL have notified LWC of the percentage of pension increase.

Post Condition

- A. A non-monetary determination has been issued to the claimant.
- B. The claim record has been updated to reflect the increase pension deduction.

Success Path

1. The primary actor accesses a transaction and selects the type pension (Ex-military, or Federal Civilian) and enters the date parameters, the percentage increase for the pension deduction, and the non-monetary determination number applicable to the different types of pension deduction.
2. LaCATS searches the database and finds a claim record with an existing Ex Military, or Federal Civilian pension deduction.
3. LaCATS determines that the claim is active.
4. LaCATS determines that the existing pension is for Federal Civilian and determines the type (CSRS or FERS) and determines the date the annuity began. Using this data and the data entered by the primary actor, LaCATS determines the pension increase percentage. LaCATS multiplies the current deductible Federal Civilian pension amount by the pension increase percentage, and adds this product to the current deductible amount to determine the new Federal Civilian pension deduction amount.
5. LaCATS initiates the use case [Generate A Non-monetary Determination](#), using the data entered by the primary actor and the new pension deduction calculation.

Alternate Paths

- 3A. LaCATS determines that the claim is not active: the use case ends.
- 4A. LaCATS determines that the existing pension is for Federal Military and determines the date the retiree became a member of the Uniformed Service, and determines the date the annuity began. Using this data and the data entered by the primary actor, LaCATS determines the pension increase percentage. LaCATS multiplies the current deductible Federal Military pension amount by the pension increase percentage, and adds this product to the current deductible amount to determine the new Federal Military pension deduction amount.

Special Requirements

- A. There are two types of Federal Civilian Retirees (UCFE): Civil Service Retirement System (CSRS) and Federal Employees Retirement System (FERS); and the percentage of increase is based on the annuity beginning date and is different for each type.
- B. The COLA increase for Federal Military Retirees (UCX) is based on the date the retiree became a member of a Uniformed Service and the annuity beginning date.
- C. The mod number of the DF01 file on the mainframe must be updated.

Business Rules

- A. Military retired pay is rounded down to the next lower dollar amount.

Notes

- A. The Federal Military annuity beginning date and the date a UCX claimant became a member of the Uniformed Service will need to be entered and stored at the time of the original non-monetary determination that establishes the deduction for this type of pension.
- B. The Federal Civilian annuity beginning date of the UCFE claimant will need to be entered and stored at the time of the original non-monetary determination that establishes the deduction for this type of pension.

Automatically Assign Docket Numbers

Context

This use case describes the functional requirements for LaCATS when it is used to automatically assign docket numbers to initial Tribunal Appeal requests. All Tribunal Appeal requests must come through this use case for Docket numbers because they are sequentially assigned unique identifiers. Once a docket number has been assigned to the Tribunal Appeal, further appeals of this same issue to the Board of Review and/or a Reopen will be associated to this initial docket number. The first multi-appellant appeal is assigned a docket number in this use case. All subsequent multi-appellants associated with this same multi-claimant issue are associated with the same docket number.

Primary Actor(s)

The primary actor is LaCATS

Secondary Actor(s)

A. LWC network, including the operating system

Prerequisites

- A. There must be at least one Tribunal Appeal request in the inbound queue to this use case.
- B. The appeal is in the “requested” state.

Post Conditions

- A. A docket number has been assigned to the Tribunal Appeal request, an electronic case folder has been created for the appeal, the appeal is in the “filed” state, and the appeal has been submitted to the inbound queue of the [Automatically Assign Administrative Law Judge](#) use case.
- B. The appeal is in the “filed” state.

Success Path

1. LaCATS determines the appeal is not for a multi-claimant issue and automatically determines, assigns, and records the next available Tribunal Appeal Docket number to the determination being appealed based on business rules.
2. LaCATS creates an Appeals work item with the assigned Docket number by associating the Adjudication or Tax work item(s) being appealed with the Docket number including the adjudicator’s determination being appealed, the appeal request, along with the appropriate fact-finding documents such as the determination, investigation, tax determination, or overpayment among others.
3. LaCATS determines the filing date from the data provided by the interface or submitting use case or the postmark date on the envelope or fax received date and records the filing date in the Tribunal Appeal Case File.

4. LaCATS generates acknowledgement form based on business rules in accordance with [Automatically Generate LWC Documents](#) use case.
5. LaCATS sets the appeal request to filed state and submits the appeal request to the inbound queue of the [Automatically Assign Administrative Law Judge](#) use case.
6. LaCATS records that an appeal has been filed against the determination number and the filing date in the claimant(s) and/or liable employer(s) records.
7. LaCATS records the date and time the Tribunal Appeal request was assigned a Docket number and whether it was a single or multi-appellant appeal.

Alternate Paths

- 1A. LaCATS determines the appeal is for a multi-claimant issue and automatically determines, assigns, and records the next available Tribunal Appeal Docket number to the determination being appealed based on business rules.
 - a. LaCATS determines all of the SSN's associated with the multi-claimant issue being appealed and associates these records with this docket number.
 - b. LaCATS creates an Appeals Work Item with the assigned Docket number and attaches the appropriate work item(s) being appealed and the appeal request. LaCATS creates a work item for each SSN associated with the multi-claimant appeal and includes a list and link to all SSN's associated with this Docket number. The use case continues at **Success Path Step 3**.

Special Requirements

- A. Multi-claimant appeals have more than one claimant assigned to the same Docket number.

Business Rules

- A. Each Adjudicator's determination is assigned a unique determination number.
- B. One Docket number is assigned to one determination, except when multiple determinations are issued for the same issues, such as availability, vacation pay deductions, severance pay deductions, etc., in which case only one Docket number will be issued for each.
- C. A Tribunal Appeal must be closed by a decision before a Board Appeal can be initiated. Re-opening a Tribunal Appeal or continuing a Tribunal Hearing delays the Tribunal Appeal decision. An Appeal cannot be made to the District Court until the Board Appeal has been closed by a decision except in the case of Tax Hearings. These are appealed directly to District Court after the Tribunal Appeal.
- E. An appeal shall keep the same docket number throughout the appeal process.
- F. The Point of Issue is set based on the law used in the determination.
- G. The Hearing Duration is set based on predefined user duration estimates in the database.

K. All appeals are first heard by the Tribunal ALJ.

Notes

Automatically Assign Administrative Law Judge

Context

This use case describes the functional requirements for LaCATS when it is used to automatically assign an initial Tribunal Appeal to an Administrative Law Judge (ALJ). Reopen and withdraw Tribunal appeal requests and continued Tribunal appeal hearings already have an ALJ assigned to them.

Primary Actor(s)

- A. LaCATS

Secondary Actor(s)

- A. LWC network, including the operating system

Prerequisites

- A. All filed Tribunal appeals submitted to this use case come from the [Automatically Assign Docket Numbers](#) use case.
- B. All Tribunal appeal requests are in the “filed” state.

Post Conditions

- A. An ALJ has been assigned to the appeal.
- B. Appeals are in the “assigned” state.
- C. A work item has been created and sent to the ALJ’s inbox.

Success Path

1. LaCATS determines the appeal is not a multi-claimant appeal.
2. LaCATS determines the claimant does not have any other appeals that have not been scheduled and assigns appeal to the ALJ inbox based on business rules.
3. LaCATS records the ALJ and the date the appeal was assigned to them and sets the appeal state to “assigned”.

Alternate Paths

- 1A. LaCATS determines the appeal is for a multi-claimant appeal and sends it to the work box of the Appeals Director for further processing. The use case continues at **Success Path Step 3**.
- 2A. LaCATS determines the claimant does have other appeals that have not been scheduled and assigns appeal to the same ALJ.
- 2B. LaCATS send the ALJ a notice that additional appeals with the same claimant have been filed.

Special Requirements

None

Business Rules

- A. Assignment of the ALJ is to be determined by best practices within the confines of LWC's workforce structure.

Notes

Update Appeal Data

Context

This use case describes the functional requirements for LaCATS when it is used to maintain an appeal by adding and/or reordering Statutory Provisions and/or Points at Issue, recording non-documentary or physical evidence associated with a hearing, adding or changing a participant to the hearing, add type of appeal hearing, adding claimant and/or employer appeal address or phone number, adding hearing duration or preparing a case file. An appeal may also be cancelled, withdrawn, postponed, reopened or rescheduled.

Primary Actor(s)

Regional Appeals Manager, ALJ, Appeal or Board Support Person, or Appeals Director

Secondary Actor(s)

LWC network, including the operating system

Prerequisites

An appeal exists in database.

Post Condition

An appeal is updated.

Success Path

1. The Primary Actor selects an option to update an appeal.
2. LaCATS presents the actor with the option to update information on the Appeal.
3. When the actor indicates they are finished, LaCATS records the Docket number, date, time, actor's name, and action taken along with any additional information required for audit purposes.

Alternate Paths

2A1. Actor selects option to add and/or reorder Statutory Provisions and/or Points of Interest: LaCATS presents current list of Statutory Provisions associated with the appeal and presents the option to add or reorder Statutory Provisions.

1. Actor selects the option to add Statutory Provisions and/or Point of Interest
LaCATS presents a list of possible Statutory Provisions and/or Points of Interest based on business rules and applicable laws.
 - 1a. The actor will select one or more Statutory Provisions.
 - 1b. The actor will select one or more Points at Issue based on the Statutory Provisions, business rules, and applicable laws.

- 2A2. Actor selects option to include reference to non-documentary evidence: LaCATS presents the actor with the option to record the location and description of the evidence and records his or her entries as part of the case file.
- 2A3. Actor selects option to add or change the Participant of a Hearing. LaCATS presents the actor with a list of participants to change or the ability to add a new participant, and the ability to generate a form UAT02 (Claimant/Employer Notice to Appear for Hearing), UAT03 (Notice of Telephone Hearing), or UAT05 (Witness Subpoena) to the participant added/changed in accordance with the use case [Automatically Generate LWC Documents](#).
- 2A4. Actor selects option to change type of hearing to telephone hearing. LaCATS presents the actor with the ability to change the type of hearing and the ability to generate forms UAT03 to all participants changed in accordance with the use case [Automatically Generate LWC Documents](#).
- 2A5. Actor selects option to add or change claimant and/or employer appeal address or phone number. LaCATS presents the actor with the ability to add or change the address or phone number.
- 2A6. Actor selects option to add time to the hearing duration. LaCATS presents the actor with the ability to add time to the hearing duration which is used to update to the ALJ's calendar.
- 2A7. Actor selects option to cancel, withdraw, postpone, reopen or reschedule the hearing, LaCATS presents the actor with the option to record the changes and generates the appropriate form to the participant(s) in accordance with the use case [Automatically Generate LWC Documents](#) advising of the change.

Special Requirements

- A. When the appeal requires an LWC member to be present, LaCATS adds the LWC employee to the participants automatically based on what is being appealed. For example, Tax status determination will need the Supervisor of Status, Audited Wages will need Field Auditor, and Determination resulting from investigations will need Investigating Officer.
- B. An Inquiry Screen will maintain all information pertinent to the Appeal and all updates made to the Appeal.

Business Rules

- A. The agency exhibits includes the case folder or work item of the determination being appealed, the appeal letter, the hearing notice(s), and additional Agency documentation submitted at the hearing, such as the files of the Agency Investigator or Tax Agent.
- C. The claimant and employer exhibits include all new and physical and/or documentary evidence presented by the claimant and employer at the hearing.
- D. As the actor adds Points of Issue, LaCATS adds minutes to the Hearing Duration based on predefined user duration estimates in the database.

Notes

Maintain Appeals Hearing Duration Table

Context

This Use Case describes the functional requirements of LaCATS when it is used to maintain the Appeals Hearings duration table for the default hearing durations used in the [Schedule Appeal Hearing](#) use case. The estimated duration of an appeals hearing is based on the issue, number of parties participating in the hearing, and whether or not an interpreter is required. Since these are estimates, LWC must be able to change them from time to time based on experience and changes to the law.

Primary Actor(s)

Appeals Director, Board Director, Regional Appeals Manager or an authorized Appeals Support person.

Secondary Actors

The LWC network including the operating system.

Prerequisites

The Appeals Hearing Duration Table must exist in the database.

Post Condition

The table has been updated.

Success Path

1. The actor commands LaCATS to present the Appeals Hearing Duration Table for editing.
2. LaCATS presents the Appeals Hearing Duration Table and allows the actor to change the duration time(s). LaCATS also presents the option to indicate when the actor is finished.
3. The actor will change one or more duration times and indicate he or she is finished.
4. LaCATS records the changes and begins to use the new values the next business day.

Alternate Paths

- 2A. LaCATS determines the actor is not authorized to perform this function: LaCATS presents a notice to the actor that he or she is not authorized to perform this function and exits this use case.
- 3A. The actor does not change any duration times: LaCATS continues using the existing durations.

Special Requirements

- A. The Appeals Hearing Duration Table shall contain the following headings grouped by type of hearing (Tribunal, Tribunal Telephone, Board, and Board Telephone): Statutory Provision, Point at Issue, Number of Parties, and Interpreter (yes/no).

Business Rules

- A. Only authorized actors can update the table.
- B. Times can be specified in five (5) minute increments.

Notes

Schedule Appeal Hearing

Context

This use case describes the functional requirements for LaCATS when it is used to schedule an Appeals Tribunal (lower authority) or Board of Review (higher authority) hearing. The Tribunal hearing is the result of the initial appeal request. Board of Review hearings are scheduled only when necessary and at the discretion of the Board.

Primary Actor(s)

ALJ or Tribunal Support Person, or Board Support Person.

Secondary Actor(s)

A. LWC network, including the operating system

Prerequisites

- A. There must be at least one unscheduled appeal in the inbound queue.
- B. All appeals submitted to this use case have been assigned to an ALJ.
- C. The assigned ALJ's appeals hearing calendar has at least one time period available for hearings that will accommodate this hearing.
- D. LaCATS has addresses in its database for all parties receiving a hearing notice.

Post Conditions

- A. An Appeals Tribunal hearing has been scheduled for the appeal and the location and assigned ALJ calendar has been updated. The assigned ALJ has been notified of the hearing.
- B. Hearing notices have been sent to all parties to the appeal.
- C. Notices have been sent to all subpoenaed witnesses.
- D. The appeal is in the "scheduled" state.

Success Path

For each listing of an unscheduled appeal in the queue:

1. LaCATS retrieves the Appeals Region the hearing will be held in and the applicable Statutory Provision(s) (able and available, failure to report, misconduct discharge, etc.) from the database.
2. LaCATS determines that there is only one appeal to be scheduled for the Social Security number.
3. LaCATS determines the hearing location (office) based on business rules and an estimated hearing duration based on the Statutory Provisions and predefined user duration estimates in the database. For example, 20 minutes for an "able and available" issue, 45 minutes for a separation issue, etc.

4. LaCATS determines from the filing date and timeliness table based on business rules if the appeal is in danger of becoming untimely heard.
5. LaCATS presents a list of one or more unscheduled appeals in ascending order by filing date and time. Each unscheduled appeal listing shall contain the filing date, timeliness warning if determined it is in danger of becoming untimely, Docket number, applicable Statutory Provision, and assigned ALJ.
6. LaCATS allows the actor to scroll through the list and presents the selected unscheduled appeal listing along with the hearing duration, location or telephone hearing, date, and time LaCATS has determined as a default for the actor's review.
7. LaCATS allows the actor to accept the defaults as assigned or the option to change any of the defaults.
8. When the actor indicates they accept the hearing duration, location, date, and time LaCATS records the hearing in the location and ALJ calendars, notifies the ALJ of the pending hearing electronically through their inbox, and sets the appeal to the "scheduled" state.
9. LaCATS generates the appropriate forms notifying the parties of the hearing based on the business rules in accordance with [Automatically Generate LWC Documents](#) use case.
10. LaCATS records the date and time the appeal was scheduled and who scheduled it.

Alternate Paths

- 2A. LaCATS determines that there are more than one appeal to be scheduled for the same Social Security number, and presents them to the actor to schedule. Use case continues with **Success Path Step 3**.
- 7A. The actor modifies the default hearing duration, date, and/or time: LaCATS captures the new hearing duration, date, and/or time and re-determines the hearing duration, date and time based on the new information and business rules and presents it to the actor for review. Use case continues with **Success Path Step 8**.

Special Requirements

- A. LaCATS determines the availability of hearing times based on the unscheduled available time on the assigned ALJ and facility appeals hearing calendars. When the appeal is a telephone hearing, LaCATS determines the availability of hearing times based on the unscheduled available time on the assigned ALJ calendars.
- B. The scheduler must accommodate hearings up to three (3) days long.
- C. All unscheduled appeals for the same Social Security number are assigned to one ALJ and are scheduled at the same time.
- D. Telephone hearings are scheduled the same way in-person hearings are scheduled except the appellant's location is not considered.

Business Rules

- A. Hearings are normally scheduled based on the Administrative Law Judge's availability, hearing duration, and location in that order. If the actor modifies one of the scheduling variables the hearing will be rescheduled in the same order.
- B. Hearings are scheduled no less than ten calendar days plus one business day in advance of the scheduling date. The number of days in advance shall be user definable by an authorized actor.
- C. Hearings are scheduled no less than 10 minutes apart.
- D. Hearing notices are sent to the Principal Parties. The principal parties are responsible for notifying their witnesses and interpreters. The ALJ may indicate additional participants are to receive notices through the [Update Appeals Data](#) use case.
- E. ALJ Manager is notified if appeal has not been scheduled within 10 days of receiving appeal.

Notes

Prepare for Hearing

Context

This use case describes the functional requirements for LaCATS when it is used to support an ALJ in preparing for a hearing.

Primary Actor(s)

Regional Appeals Manager, Tribunal Director, Board Director, ALJ, or an Appeals or Board Support person.

Secondary Actor(s)

LWC network, including the operating system

Prerequisites

All appeals accessed by this use case are in the “scheduled” state.

Post Conditions

- A. Selected documents are marked as agency exhibits for the hearing and may be annotated.
- B. Hearing notes may be generated and stored with the case file.
- C. The actor has reviewed and/or printed selected documents or all of the appeals case files for the selected Docket number with or without annotations on a document-by-document basis.

Success Path

1. LaCATS presents the actor with the case file for the selected appeal Docket number and indicates if copies of the appeal have been sent to the principal parties.
3. The actor browses through the case file and may select zero, one, or more documents to open and review, mark as agency exhibits for the hearing, and/or annotate.
4. LaCATS allows the actor to browse through the case file and open selected documents through the LaCATS Imaging System. The LaCATS Imaging System allows the actor to annotate selected documents and associates and stores the annotations with the documents. LaCATS allows the actor to mark selected documents as agency exhibits for the hearing.
5. When the actor indicates he or she is finished, LaCATS presents the option to close the case file and work on another appeal, send copies of the appeal to the principal parties if they have not already been sent, add hearing notes to the case file, or print the case file.
6. When the actor makes his or her selection, LaCATS processes accordingly.
7. When the actor indicates they are finished, LaCATS records the date and time, actor's name, whether or not copies of the appeal have been sent, and a list of sent and/or printed documents.

Alternate Paths

- 6A1. When the actor elects to close the case file: LaCATS saves their work, closes the file, and continues processing from **Success Path Step 1** of this use case.
- 6A2. When the actor elects to send copies of the appeal: LaCATS generates Form B018 (Cover Letter to Send Appeal Files) and copies of the appeal for the principal parties in accordance with the [Automatically Generate LWC Documents](#) use case and continues processing from **Success Path Step 5** of this use case.
- 6A3. When the actor elects to add hearing notes: LaCATS opens a hearing notes file and allows the actor to browse, add, modify, and/or delete notes within the file and continues processing from **Success Path Step 5** of this use case.
- 6A4. When the actor elects to print the case file: LaCATS allows the actor to select the entire case file, one or more selected documents, or just the documents marked as agency exhibits for the hearing. LaCATS allows the actor to determine the order and prints out the selected documents. LaCATS continues processing from **Success Path Step 5** of this use case.

Special Requirements

- A. Copies of the appeal consist of copies of the appellant's request for appeal and agency exhibits for the hearing among other documents.
- B. LaCATS allows the actor to include or exclude annotation on the copies of appeal documents that are sent to the principal parties on a document-by-document and annotation-by-annotation basis.
- C. LaCATS provides the actor the option to have appeal case files downloaded to their laptop automatically or on demand the day before a hearing and on demand the day of the hearing.
- D. The Actor must be able to annotate and redact the image and store the annotation or redaction with the image. The application shall not allow the actor to change the original image. Annotations and redactions shall be capable of being displayed, printed, or included in a PDF at the user's discretion. Only the author shall be authorized to delete their annotation. The application should allow for multiple annotations by different users and only display, print, or include in a PDF selected annotations.

Business Rules

- A. Copies of the appeal are sent to the principal parties to a hearing (claimants, employers, and their attorneys or representatives) in accordance with statutes 1629 and 1630 of Louisiana Rules for Appeals. The principal parties are responsible for notifying their witnesses and interpreters. The ALJ may indicate additional parties are to receive notices through the [Update Appeal Data](#) use case.

Notes

Prepare Appeal Decision or Recommendation

Context

This use case describes the functional requirements for LaCATS when it is used to prepare an Appeals Tribunal decision or a Board of Review Recommendation. Decisions may be prepared by the assigned ALJ or may be dictated. In cases of emergency, one ALJ may have conducted a hearing and a different ALJ may have to prepare the decision. For Tribunal appeals, the decision is prepared and for Board appeals, a recommendation is made. In some cases the Board ALJ may prepare a decision for review by the Board Members.

Primary Actor(s)

Administrative Law Judge (ALJ) a Regional Appeals Manager, the Appeals Director, or the Board Director.

Secondary Actor(s)

A. LWC network, including the operating system

Prerequisites

A. There must be at least one appeal that has been heard in the inbound queue to this use case that is ready to have a decision prepared for it.

Post Conditions

- A. The Appeals Decision/Recommendation has been prepared and stored as part of the appeal case file.
- B. The appeal is in the “decision/recommendation prepared” state.

Success Path

For each listing of an appeal in the Queue:

1. LaCATS presents a list of one or more appeals that have been heard by the actor in ascending order by filing date. Each appeal listing shall contain filing date, Docket number, appellant’s full name, applicable Statutory Provision(s), and final hearing date. When LaCATS determines there is a partially completed Tribunal decision in the appeal case file it includes this fact in the appeal listing.
2. LaCATS allows the actor to scroll through the list and select an appeal and opens the selected appeal case file and presents it to the actor for review.
3. The actor will browse through the tribunal case file examining the data, hearing notes and documents and listening to the recording of the hearing. The actor may also add, modify, or delete hearing notes.

4. LaCATS allows the actor to browse through the appeal case file and examine data. If the appeal case file includes images of documents LaCATS will open the image(s) for the appeal case file through the LaCATS Imaging System. The LaCATS Imaging System allows the actor to view, pan around and/or zoom in on selected areas of the documents. LaCATS allows the actor to listen to the recording of the hearing, adjust the volume and pitch (treble/base), and pause at will, and/or fast-forward and/or reverse to play and/or replay areas of interest.
5. When the actor is finished reviewing the appeal case file they will indicate they want to prepare a decision/recommendation for this appeal.
6. LaCATS presents the option to dictate a decision/recommendation or allow the ALJ to prepare the decision/recommendation him or herself.
7. When the actor indicates he or she wants to prepare the decision/recommendation LaCATS retrieves the template for Form B008 (Appeals Tribunal Decision) or Form UBRFD (Board Recommendation), populates the template with canned text for the applicable Statutory Provision(s) and Points at Issue for the appeal.
8. When the actor indicates they are finished editing the decision/recommendation LaCATS presents the option to save the incomplete decision for further editing or save it as a completed decision/recommendation that is ready for review.
9. When the actor indicates the decision is completed LaCATS saves the completed decision, sets the appeal state to “decision/recommendation prepared,” records the date and time the decision/recommendation was completed, and the name of the ALJ who prepared it.
10. LaCATS initiates use case [Review Appeal Decision](#).

Alternate Paths

- 3A. The actor will browse through the Board case file examining the data, and documents and listening to the recording of the hearing.
- 5A. The actor indicates he or she wants to review another appeal: LaCATS returns to **Success Path Step 1** and starts processing this use case again.
- 7A. When the actor indicates he or she wants to dictate a decision/recommendation: LaCATS presents the option to dictate the findings of fact. LaCATS starts recording the findings of fact in an appropriate electronic file format (WAV, MP3, etc).
 1. LaCATS presents the option to indicate the orders for the decision/recommendation and presents a list of possible decisions for their selection (affirm, reverse, dismiss, modify, withdraw, vacate and remand, or affirmed or reversed in part).

2. The actor will dictate the orders for the decision/recommendation, pausing, stopping and replaying selected sections as required. The actor may also browse through the appeal case file during the dictation. The actor may also pause and/or stop and restart the recording as required until the actor indicates the decision/recommendation is finished. Use case continues with **Success Path Step 8**.

Special Requirements

- A. LaCATS shall allow the ALJ to review the Appeals Decision document and the appeals case file during the execution of this use case so he or she can accurately transcribe information from the case file to the document or dictation. LaCATS should allow the actor to cut and paste data from the hearing notes to the document.
- B. LaCATS shall allow the actor to select zero, one, or more images from the claimant and/or employer's records and add them to the appeal case file.

Business Rules

- A. DUA appeal decisions should contain different appeal right information on the decision since they are appealed directly to the US Dept. of Labor. Therefore, DUA decisions are printed on a different form B020 (DUA Decision of Appeals Tribunal).

Notes

Review Appeals Decision

Context

This use case describes the functional requirements for LaCATS when it is used to review an Appeals Tribunal or Board of Review decision after it has been prepared by an ALJ or transcribed by an Appeals Support person.

Primary Actor(s)

Board Member, Board Director, Board Support Person, Regional Appeals Manager, Appeals Support, Appeals Director or an Administrative Law Judge (ALJ).

Secondary Actor(s)

LWC network, including the operating system

Prerequisites

- A. There must be at least one appeal decision assigned to the actor that is ready for review.
- B. All appeals received by this use case are in the “decision/recommendation prepared” state.

Post Conditions

- A. The appeals decision has been reviewed, is ready to be released, and is in the “decision review complete” state.
- C. The tribunal appeal decision has been returned to the ALJ who prepared it for further editing and is in the “hearing completed” state; or the Board decision/recommendation has been returned to the ALJ who prepared it for further editing and is in the “assigned” state.
- D. When the use case is closed before the decision is finished being reviewed the appeal remains in the “decision /recommendation prepared” state.

Success Path

For each listing of an appeal in the Queue:

1. LaCATS presents a list of one or more appeal decisions that have been assigned to the actor that are ready for review in ascending order by hearing date for tribunal or in ascending order by recommended date for Board. Each appeal decision listing shall contain filing date, Docket number, appellant’s full name, applicable Statutory Provision(s), and final hearing date. When LaCATS determines there is a partially reviewed appeal decision with a decision in the list it includes this fact in the appeal listing.
2. LaCATS allows the actor to scroll through the list and select an appeal decision/recommendation and opens the selected appeal decision/recommendation and presents it to the actor for review.

3. The actor will browse through the appeal decision/recommendation adding, deleting, or modifying text as required. The actor may insert zero, one, or more comments and indicate (e.g. highlight, change color or italicize font) zero, one, or more text passages the comments refer to.
4. When the actor indicates they are finished reviewing and/or editing the appeal decision/recommendation, LaCATS will present the option to submit the appeal decision for release or indicate the appeal decision review is incomplete and save it for further review, or return it to the actor who prepared it for further changes.
5. When the actor indicates he or she wants to submit the appeal decision for release, LaCATS sets the appeal to “decision ready for release” state and submits the appeal decision to the inbound queue of the [Release Appeals Decision](#) use case.
6. LaCATS records the date and time the decision review was completed, the name of the ALJ or Board Member(s) who reviewed it, and whether it was submitted for release or returned to the person who prepared it for further edit.

Alternate Paths

- 3A. The actor closes the appeal decision without editing it: Use case continues with **Success Path Step 1.**
- 5A. The actor indicates the appeal decision review is incomplete: LaCATS saves the incomplete review and does not change the state.

Special Requirements

- A. LaCATS shall allow the ALJ to review the appeal decision and the appeals case file during the execution of this use case so they can accurately transcribe information from the case file to the document. LaCATS should allow the actor to cut and paste data from the hearing notes to the document.
- B. LaCATS shall allow the actor to select zero, one, or more images from the claimant and/or employer’s records and add them to the appeal case file.
- C. LaCATS shall allow the actor to listen to all or selected parts of the dictated decision, pausing, stopping, and/or replaying sections of interest as required.

Business Rules

- A. Tribunal Appeals decisions are reviewed by ALJ’s that conducted the hearing.
- B. Board of Review Appeals Decisions/recommendations are reviewed by the Board of Review Members.

Notes

Release Appeal Decision

Context

This use case describes the functional requirements for LaCATS when it is used to release an appeals decision. Releasing an appeals decision includes finalizing the decision along with the implementation information required for LaCATS to automatically process it and sending a notice of the decision to the principal parties. The implementation information includes, among other things, the benefit days or weeks affected by the decision and whether the decision results in an overpayment or underpayment for the affected periods. Some decisions result in no changes and others are of such a nature they require manual implementation.

Primary Actor(s)

Board Member, Board or Tribunal Director, or an Administrative Law Judge (ALJ).

Secondary Actor(s)

LWC network, including the operating system

Prerequisites

- A. There must be at least one appeal ready for release in the inbound queue to this use case.
- B. All appeals submitted to this use case come from the [Review Appeals Decision](#) use case.
- C. All appeals received by this use case are in the “ready for release” state.

Post Conditions

- A. The appeals decision has been sent to the appellant, the appellee (if applicable), and their attorneys/representatives. LaCATS has initiated automatic implementation of the decision, and the appeal is in the “decision released” state.
- B. The appeals decision has been retracted and submitted to the inbound queue of the [Review Appeals Decision](#) use case and the appeal state has been returned to the “decision/recommendation prepared” state.
- C. The appeals decision has been put on “hold” pending further consideration or information and the appeal state remains “ready for release.”

Success Path

For each listing of an appeal decision in the Queue:

1. LaCATS presents a list of one or more appeal decisions that have been assigned to the actor in ascending order by filing date. Each appeal listing shall contain filing date, Docket number, appellant’s full name, appellee (if applicable), applicable Statutory Provision(s), and the date it was reviewed. LaCATS indicates the decisions it determines are on hold pending further consideration or information.

2. LaCATS allows the actor to scroll through the list, select an appeal decision, opens the selected appeal decision and presents it to the actor for review along with the options to record, retract, or close the appeal decision based on what stage of the process it is in.
3. When the actor indicates they want to implement the decision, LaCATS presents a list of possible decisions for their selection (affirm, reverse, dismiss, modify, withdraw, vacate and remand, or affirmed or reversed in part). LaCATS allows the actor to enter from-to dates along with effective dates applicable to the decision order. See addendum for complete listing of orders.
4. When the actor makes their selection LaCATS operates accordingly. See addendum for complete listing of applicable actions.
5. When the actor is finished, LaCATS will present the option to release or hold the appeal decision.
6. When the actor selects the option to release the decision, LaCATS generates the appeals decision in accordance with the [Automatically Generate LWC Documents](#) use case and sets the appeal state to “decision released.”
7. LaCATS takes appropriate action based on the decision as outlined in the attached addendum, implementing the decision when the document is released.
8. LaCATS records the date and time the appeals decision is released or retracted and the name of the actor who released or retracted it. LaCATS deletes the hearing notes and document annotations made by the ALJ. LaCATS records the method the decision was sent (mail, fax, etc.)

Alternate Paths

- 2A. LaCATS determines the appeal decision is on hold: LaCATS presents the decision and implementation information and the option to release or edit the decision or implementation information.
 1. When the actor indicates they want to release the decision LaCATS resumes processing from **Success Path Step 6** of this use case.
 2. When the actor indicates they want to edit the decision or the implementation information LaCATS resumes processing from **Success Path Step 4** of this use case and populates the decision and/or implementation information with the stored data.
- 2B. The actor indicates they want to retract the decision: LaCATS sets the appeal state to “decision/recommendation prepared” and submits the appeal decision to the inbound queue of the [Review Appeals Decision](#) use case.
- 2C. The actor closes the appeal decision: Use case continues with **Success Path Step 1**.
- 5A. The actor indicates they want to hold the decision: LaCATS stores the decision and implementation information, indicates the decision is on hold, and does not change the state.

Special Requirements

- A. LaCATS shall allow the ALJ to review the Appeals Tribunal Decision document and the appeals case file during the execution of this use case so they can accurately transcribe information from the case file to the document. LaCATS should allow the actor to cut and paste data from the hearing notes to the document.
- B. LaCATS shall allow the actor to select zero, one, or more images from the claimant and/or employer's records and add them to the appeal case file.
- C. Hearing notes and document annotations made by ALJs are privileged information for the assigned ALJs viewing and use only. They must be completely erased when the decision is released for legal reasons.
- D. When a ruling concerns wages the ALJ has to enter the wages and dates that are to be added or deleted: Total amount, quarter, and employer to assign wages to.
- E. Wage adjustments require tax staff to be present during hearing.
- F. Appealable T001 Tax determination form can be for liability, succession, independent contractor, partial succession, intent to assess, benefit assignments, audits, and wages determinations.

Business Rules

None

Notes

Addendum to Use Case Release Appeals Decision

This list contains the current possible decisions that can be rendered by the Tribunal or Board.

This document describes the follow-on action (implementation) that should occur for each decision type. Follow-on action refers to any updates to a claim or employer record.

Added Ineligible Weeks - This decision would be used when additional weeks of disqualification were added to a decision.

Affirmed – No follow-on action required.

Affirmed, Issue Changed – LaCATS updates the issue code and maintains a record of the original issue code.

Overpayment Affirmed, Waiver Denied – No follow-on action required.

Overpayment Affirmed, Waiver Granted - Future LaCATS initiates the use case [Waive a Benefit Overpayment](#) for the amount entered by the actor when he/she records the decision.

Changed Dates – Dates of disqualification or availability are changed.

Delinquent Weeks - Claimant did not apply for weekly benefits on a timely basis.

Dismissed – No follow-on action required.

Held Timely, New Docket Number - When an appeal is determined timely filed, a new Docket number is given to the appeal so a hearing can be held.

Modified – LaCATS sends the decision to the Claims Adjustments inbox.

Modified Previous Board Decision - LaCATS sends the decision to the Claims Adjustments inbox.

Non-Charge Denied-No action needs to be taken. Treated like a decision of affirmation.

Non-Charge Granted- LaCATS sends the decision to the Non-Charge inbox. This can be automated in Future LaCATS using the same use case that automatically assigns a benefit charge.

Non-Disqualifying Issue Added - LaCATS adds the issue entered by the actor when he/she records the decision.

Overpayment Amount Changed – Future LaCATS initiates the use case [Cancel A Benefit Overpayment](#) to cancel the overpayment that was appealed, then **future LaCATS** initiates the use case [Automatically Establish Benefit Overpayment](#) for the amount entered by the actor when he/she records the decision.

Remanded - Hearing Only-Board of Review sends appeal back to the Tribunal for hearing only.

Remand, Additional Testimony-Board of Review sends back to the Tribunal to take additional testimony.

Reversed – LaCATS updates as follows based on the issue that was reversed

00 Board Use- This code gives the Board of Review personnel the ability to manually update a decision before it is released.

01 Quit - Original decision was non-disqualifying

LaCATS updates the claim record to insert a payment stop on the claim beginning with the disqualified date entered by the actor when he/she records the decision, and ending with the claim BYE. **Future LaCATS** audits the claim payment record to determine if any payments were made within the disqualified period. If payments were made, **Future LaCATS** initiates the use case [Automatically Establish Benefit Overpayment](#).

Original decision was disqualifying

LaCATS updates the claim record to delete the payment stop for the period associated with the decision. **Future LaCATS** determines if there is an overpayment associated with the original disqualification and, if so, initiates the use case [Cancel a Benefit Overpayment](#). **Future LaCATS** determines if there are benefit weeks to be paid and creates payment requests to initiate the use case [Process a Request for Weekly Benefit Payment](#).

02 Misconduct (Same as Quit)

03 Refusal Suitable Work (Same as Quit)

04 Able/Avail/Work Search (Same as Quit, except that if a stop payment is inserted the default ending date would be the BYE, unless an ending date is entered by the actor when he/she records the decision.)

05 Labor Dispute (Same as Quit)

06 Other This code is used when weekly benefits are claimed for weeks prior to the effective date of the claim or additional.

07 Overpayment - Future LaCATS initiates the use case [Cancel a Benefit Overpayment](#).

08 Drugs (Same as Quit)

09 Unemployment Other State Claimant has an appeal in another state

10 Deductions LaCATS sends the decision to the Claims Adjustments inbox.

11 Fraud (Same as Quit)

12 Double Dip (Same as Quit)

13 Approved Training LaCATS sends the decision to the Claims Adjustments inbox

- 14 Wages Earned-Unpaid** LaCATS sends the decision to the Claims Adjustments inbox
- 15 Failed To File Claim** Failed to file for a compensable week
- 16 Failed To Register/Report** (Same as Able/Avail/Work Search)
- 17 Monetary Eligibility LaCATS** sends the decision to the Claims Adjustments inbox
- 18 Unemployed/Relative** LaCATS sends the decision to the Claims Adjustments inbox
- 19 School Employees** LaCATS sends the decision to the Claims Adjustments inbox
- 20 Tax Issues/Coverage** LaCATS sends the decision to the Status Unit Workbox
- 21 UCX Eligibility** LaCATS sends the decision to the Federal Unit Workbox
- 22 EB-EUC** LaCATS sends the decision to the Federal Unit Workbox
- 23 TRA/TAA LaCATS** sends the decision to the Federal Unit Workbox
- 24 DUA** LaCATS sends the decision to the Federal Unit Workbox
- 25 Timeliness** Appeal is determined timely filed or dismissed
- 26 Non-Charge**

Reversed, Issue Changed - Decision is reversed and issue is changed

Remanded - New Docket Number - Appeal sent back to local office and new Docket number assigned.

Reversed Previous Board - This is a court remand and decision is reversed.

Reopening Denied

Reopening Granted

Returned To Agency - Appeal sent back to Adjudication

Set Aside Previous Board Decision-This is a decision that has been remanded from the Court and the previous decision has been set aside because of a new decision.

Upheld-This decision comes from a remand of the Court-previous decision is upheld.

Upheld Previous Board Decision-This decision comes from a remand –previous decision upheld.

Withdrawn

Automatically Assign Cases To The Board of Review

Context

This use case describes the functional requirements for LaCATS when it is used to automatically assign appeal cases to the Board of Review.

Primary Actor(s)

- A. LaCATS

Secondary Actor(s)

- A. LWC network, including the operating system

Prerequisites

- A. There must be at least one unassigned appeal to the Board of Review in the inbound queue.
- B. All appeals submitted to this use case are in the “filed” state, or the “reopen denied” state, or “court remand” state.

Post Conditions

- A. A Board of Review ALJ has been assigned and notified of the appeal.
- B. The Board Director has been assigned and notified of the appeal.
- C. The appeal is in the “assigned” state.

Success Path

1. LaCATS assigns the appeal to the next available ALJ and sends it to the workbox with a notice.
2. LaCATS records to whom the appeal was assigned, changes the appeal state to “assigned,” and records the date and time the appeal was assigned.

Alternate Paths

None

Special Requirements

None

Business Rules

- A. Court remands are assigned to the Board ALJ who was originally assigned to the appeal.

Notes

Redesign Forms

Context

This use case describes the functional requirement of LaCATS when it redesigns forms relative to Adjudication and Appeals. This is just a placeholder for the forms that LWC wishes to redesign during this phase.

Primary Actor(s)

LaCATS

Secondary Actor(s)

None

Prerequisites

Post Condition

LWC forms are redesigned as templates for ease of use.

Success Path

1. All non-monetary determinations are redesigned.
2. Appeals forms are redesigned.

Alternate Paths

None

Special Requirements

None

Business Rules

None

Notes

See attached listing of Forms.

Non-Mon Series	Section of the Law	Number of Messages	Series (First four digits designates the series)
Partial/Part-Total Work	1472 (19)	1	#012101
Offshore Employees	1472 (19)	1	#052202
Corporation Employment	1472 (19)	13	021200-021202, 022101-022102, 082100-082103, 092101-092104
Retroactive Pay	1472 (19)	1	#002103

Waiting Week	1472 (19)	1	72102
Weekly Deductions	1472 (20)	4	031201, 031206, 071201, 071202
Holiday Pay	1472 (20)	4	031205, 071203, 071204, 071301
Weeks Claimed Prior to BYB	1472 (21)	1	#052201
Bonus/Wages Earned	1593	5	063000-063002, 073001-073002
Cancellation of Claim Denial	1600 (1)	1	150101
Reporting Requirements	1600 (2)	23	100200-100207, 140200-140202, 150200-150201, 160200-160210
Able and Available	1600 (3)	15	1103-1104
Availability	1600 (3)	106	100302-100339, 102300-102312, 150300-150354
Availability-N/A Spec Length	1600 (3)	17	160300-160317
School Employees	1600 (6) (A)	14	100605-100606, 170601, 610601, 650601-650602, 820601-820603. 830601
Aliens	1600 (6) (C)	9	190600-190605, 840601, 800601-800602
Athlete	1600 (6) (B)	9	130600-130602, 140601-140603, , 180600-180601
Leaving	1601 (1)	122	401105-401141, 421401, 421402, 431401-431403, 451101-451170, 461100-461103
Aggravated Misconduct	1601 (2)	24	9012, 9712, 9812. 9912, 4002
Misconduct	1601 (2)	117	571200-571242, 501200-501266
Refusal of Suitable Work	1601 (3)	38	701300-701317, 741301, 751300-751313, 761300-761303
Labor Dispute	1601 (4)		
Wages in Lieu of Notice	1601 (7) (A)	3	031101, 291803, 651703
Disability Payment	1601 (7) (B,C,E)	4	231703, 291800, 291805, 651705
Pensions	1601 (7) (C)	23	221700, 231701-231704, 251701-251708, 261701-261709, 291806, 651706
Remuneration	1601 (7) (A,B,C,D,E)	5	291800, 031101-031103, 651700
Severance/Dismissal Pay	1601 (7) (D,E)	6	031103, 241804-241806, 291802, 651702, 661702
Vacation Pay	1601 (7) (D,E)	6	031102, 241803-241805, 291801, 651701, 661701
Worker's Compensation	1601 (7) (B)	11	201700, 201701, 211700, 211701, 241701, 241702 271700, 271702, 291804, 651704,
Double Dip	1601 (9)	6	050201-050202, 211901-211902, 251901-251902
Qualified One-Step Tax Det	1601 (1)(2)(10)	7	400001-400014
Illegal Drugs	1601 (10)	24	501100-501111, 561000-561003, 581100-581107
Approved Training	1602 (1)	18	102200-102104, 223202-112102, 152200-152202, 162100-162107
Emergency UI Compensation	1618 (0)	6	721801, 731801, 771801-771803

691901, 791705-791707

Messages to Claimant	1592 (G)	2	610001, 610101
Messages to Claimant	1600 (2)	1	600003
Messages to Claimant	1601 (7)	1	600001

Responses to Employer Protests-Tax	7	
Responses to Employer Protests	8	
Responses to Employer Protests-Local Office	8	
Corrected Non-Monetary Determinations	3	444300-444500, 888700, 888800

Use Case Title	Form Number	Form Name/Use
Schedule Appeal Hearing	B006	Notice to Appear for Board of Review Hearing
1) Process Request to Postpone Hearing 2) Reschedule Appeal Hearing 3) Process Request to Withdraw appeal	B007	Order of Dismissal
Prepare Appeal Decision or Recommendation	B008	Decision of Appeals Tribunal
LaPEALS File an Appeal Request	B011	Notice of Reason Appeal Filing Not Allowed
Process Request to Withdraw an Appeal	B012	Notice of Withdrawal Request Allowed
Process Request to Withdraw an Appeal	B013	Notice of Withdrawal Request Denied
Process Request to Postpone Hearing	B014	Notice of Postponement Request Denied
Process Request to Postpone Hearing	B015	Notice of Postponement Request Allowed

Process Request to Add/Modify Party to Hearing	B017	Notice of Add/Modify Party Denied
Prepare For Hearing	B018	Cover Letter to Send Appeal Files to Parties
Transcribe Decision or Recommendation or Hearing	B019	Hearing Transcription
Prepare Appeal Decision or Recommendation	B020	DUA Decision of Appeal Tribunal

Automatically Generate LWC Documents

Context

This use case describes the functional requirement of LaCATS when it generates documents to external clients including but not limited to claimants and employers.

Primary Actor(s)

- A. LaCATS
- B. LWC Staff

Secondary Actor(s)

- A. Operating system in the actor's computer.
- B. LWC network, including the operating system.

Prerequisites

LaCATS receives at least one request from another use case, a staff member or a request from a workflow system.

Post Condition

The LWC Form data is sent out to the appropriate interface for printing, mailing, faxing or emailing in accordance with this use case and the attached appendix list of generated LWC documents.

Success Path

1. LaCATS receives a request to generate an LWC document.
2. LaCATS gets the appropriate document template.
3. LaCATS gets key variable inputs from the primary actor.
4. LaCATS gets the appropriate key information from the attached appendix referring to a specific LWC document.
5. LaCATS generates and barcodes the document.
6. LaCATS maintains a record of the generation date and time of the transaction for audit trail.

Alternate Paths

- 3A. LaCATS does not get the variable inputs that the document template requires from the primary actor. LaCATS notifies the system administrator.

Special Requirements

None

Business Rules

None

Notes

Set Up Calendar

Context

This Use Case describes actions taken by LaCATS to establish an initial default calendar to support scheduling and assignments.

Primary Actors

- A. LaCATS System Administrator

Secondary Actors

- A. LWC Network, including the operating system
- B. Calendar system that supports scheduling

Prerequisites

The calendar being set up is for an active member in the Workflow system.

Post Condition

A default calendar for the newly assigned actor has been created and is available for scheduling.

Success Path

1. LaCATS System Administrator creates a default calendar entry for the new actor based on specifications from the primary actor's request.
2. The addition of the calendar is noted in the calendar system log file.

Alternate Paths

- 1A. LaCATS is unable to unambiguously create a default calendar for the actor based on the request from the primary actor; the request is returned to the actor with details of the ambiguity and a request for clarification.

Special Requirements

None

Business Rules

None

Notes

Maintain Calendar

Context

This use case describes the functional requirements for LaCATS when it is used by an actor to maintain their calendar by adding, modifying, or deleting time periods when they are available for work.

Primary Actor(s)

LWC UI Employee

Secondary Actor(s)

LWC network, including the operating system

Prerequisites

The actor has a calendar set up.

Post Conditions

A. The calendar accurately reflects the times the actor is available for scheduling work.

Success Path

1. The actor opens a calendar.
2. LaCATS presents the calendar for the current month indicating the time periods the actor is available and the time periods not available.
3. The actor reviews the calendar and enters, modifies, or deletes time periods he or she is available.
4. LaCATS records the start and stop times of the new time periods and modifications to existing time periods in five-minute increments.
5. The actor indicates they want to view another time period or they are finished.
6. When the actor indicates they want to view another time period this use case loops through steps 1 through 5 again.

Alternate Paths

- 3A. The actor indicates he or she wants to change the time period: LaCATS presents the option to change the time period of the presentation to the year, month, week, and/or day the actor specifies.
 1. LaCATS presents the calendar for the specified time period indicating the time periods the actor is available and the time periods when not available.
 2. The actor reviews the calendar and enters, modifies, or deletes time periods.

- 6A. Actor indicates they are finished: LaCATS updates the location's calendar and ends this use case.

Special Requirements

- A. An authorized user shall be able to predetermine non-business days and state holidays for the year and LaCATS shall indicate these days when it presents the default or requested time periods. LaCATS will allow hearings to be scheduled on holidays and weekends when warranted.
- B. LaCATS allows the actor to indicate recurring available time periods on a daily, weekly, or monthly basis such as every morning, every Monday, or the first Monday of every month.

Business Rules

None

Notes

Remove Calendar Assignments

Context

This Use Case describes actions taken by LaCATS to unlink the calendar assignment associated with an individual and to reassign those cases.

Primary Actors

- A. UI Actor
- B. LaCATS System Administrator

Secondary Actors

- C. LWC Network, including the operating system
- D. Calendar system that supports scheduling

Prerequisites

- A. Actor must already be identified in the LWC Calendar System and have an appropriate calendar system identifier assigned.

Post-Condition

The actor being removed from his/her duties has been disassociated from his/her role, cases on his calendar have been reassigned to other actors, and his calendar has been closed.

Success Path

1. The primary actor determines the reassignments that will be made to clear the calendar of the removed individual, and submits proper requests for removal of the individual from the system.
2. LaCATS System Administrator removes the role assignment from the designated individual.
3. LaCATS System Administrator ensures that a backup of the removed individual calendar is made.
4. The removal of the calendar is noted in the Calendar System Log File.

Alternate Paths

None

Special Requirements

All cases on the removed ALJ's calendar must be reassigned before the calendar associated with that individual can be removed from the system

Business Rules

None

Notes

Maintain Statutory Provisions Table

Context

This Use Case describes the functional requirements of LaCATS when it is used to maintain the table of Statutory Provisions (points at issue) for Non-monetary Determinations, Monetary Reconsiderations, and Appeals. This table provides the Statutory Provisions, both the section of the Louisiana Employment Security Law, Rule, and/or Regulation numerical value and the wording associated with that section of the law. The statutory provisions are printed on the Non-monetary determination and Monetary Reconsideration forms. The statutory provisions printed on appealable documents are associated with any appeal filed. LWC must be able to change the statutory provisions from time to time in response to changes to the law.

Primary Actor(s)

Benefit Tech Support Specialist

Secondary Actors

A. The LWC network including the operating system.

Prerequisites

The Statutory Provisions Table must exist in the database.

Post-Condition

The table has been updated.

Success Path

1. The actor commands LaCATS to present the Statutory Provisions Table for editing.
2. LaCATS presents the Statutory Provisions Table and allows the actor to modify provisions and points at issue(s). LaCATS also presents the option to indicate when the actor is finished.
3. The actor will modify one or more provisions and indicate he or she is finished.
4. LaCATS records the changes and uses the new values the next business day.

Alternate Paths

- 2A. LaCATS determines the actor is not authorized to perform this function: LaCATS presents a notice to the actor that he or she is not authorized to perform this function and exits this use case.
- 3A. The actor does not modify any statutory provisions: LaCATS continues using the existing provisions.

Special Requirements

- A. The Statutory Provisions Table has been stored on a disk and is available to a vendor upon request.

Business Rules

None

Notes