



**Office of State Procurement
PROACT Contract Certification of Approval**

**This certificate serves as confirmation that the Office of State Procurement
has reviewed and approved the contract referenced below.**

Reference Number: 2000353911 (1)

Vendor: Maximus Health Services, Inc.

Description: Increase in amount for comparative and research analysis projects.

Approved By: Elizabeth Kunjappy

Approval Date: 7/10/2019

Your amendment that was submitted to OSP has been approved.

**AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Amendment #: 1

LAGOV#: 2000353911

LDH #: 061914

<u>(Regional/ Program/ Facility)</u>	<u>Medical Vendor Administration</u>	Original Contract Amount	<u>\$15,056,123.00</u>
	<u>Bureau of Health Services Financing</u>	Original Contract Begin Date	<u>08-01-2018</u>
	AND	Original Contract End Date	<u>07-31-2021</u>
	<u>Maximus Health Services, Inc.</u>	RFP Number:	<u>300009473</u>
	<u>Contractor Name</u>		

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: \$15,056,123.00 Current Contract Term: 8/1/2018 - 7/31/2021

CF-1:
 12) Maximum Contract Amount: 15,056,123.00 (as approved)
 13) Amounts by Fiscal Year: FY19-22: \$4,828,078; \$4,951,309; \$4,871,193; \$405,543 (as approved)
 14) Terms of Payment: ... The PMPM rate shall be inclusive of all costs associated with the performance of deliverables outlined in the contract and shall remain the same regardless of the number of members. (as approved)
 15) Attachment B: Statement of Work (as approved)

Change Contract To: To Maximum Amount: \$16,556,123.00 Changed Contract Term:

CF-1:
 12) Maximum Contract Amount: \$16,556,123.00
 13) Amounts by Fiscal Year: FY19-22: \$5,368,078; \$5,911,309; \$4,871,193; \$405,543.
 14) Terms of Payment: ... The PMPM rate shall be inclusive of all costs associated with the performance of deliverables outlined in the contract and shall remain the same regardless of the number of members. The Contractor shall be paid a fixed rate per comparative and research analysis project as determined and directed by LDH. This rate shall be determined on a per-project basis and agreed upon by each party.
 15) Attachment B: Statement of Work (as revised)

Justifications for amendment:

Increase in contract amount for comparative and research analysis projects as approved by task order. Projects will be completed based on data contained within the enrollment system, eligibility data from LDH, and other data sources.

This Amendment Becomes Effective: 04-01-2019

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

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

CONTRACTOR

Maximus Health Services, Inc.

CONTRACTOR SIGNATURE *Lauren Fujioka* DATE 4/30/19

PRINT NAME Lauren Fujioka

CONTRACTOR TITLE Senior Director

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee

SIGNATURE *Jen Steele* DATE 5/8/19

NAME Jen Steele

TITLE Medicaid Director

OFFICE _____

PROGRAM SIGNATURE _____ DATE _____

NAME _____

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Glossary

The following terms, as used in this Contract, shall be construed and interpreted as follows unless the context clearly indicates otherwise.

Term	Definition
Abandonment rate	The percentage of inbound phone calls made to the customer service unit that are abandoned by the customer before speaking to an agent. It is calculated as abandoned calls divided by total inbound calls (in percent).
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
ANSI ASC X12 834	The standard adopted for electronic exchange of individual, subscriber, and dependent enrollment and maintenance information with health plans, either directly or through a vendor, such as a health care clearinghouse. In some instances, this transaction may be used also to exchange enrollment and maintenance information with healthcare providers or between health plans and healthcare providers.
Automatic Assignment	The process utilized to enroll a Medicaid beneficiary into a Managed Care Organization (MCO) using a predetermined algorithm who (1) is not excluded from MCO participation and (2) does not proactively select an MCO at the time of application.
Beneficiary	An individual who is eligible for Louisiana Medicaid. A beneficiary may receive Medicaid via fee-for-service and/or managed care.
Beneficiary Support System	System that provides support to beneficiaries both prior to and after enrollment in an MCO.
Bureau of Health Services Financing (BHSF)	The agency within the Louisiana Department of Health, Office of Management & Finance that is designated as Louisiana’s single state Medicaid agency to administer the Medicaid program.
Business Day	Monday, Tuesday, Wednesday, Thursday and Friday, excluding Louisiana State designated holidays.
Calendar Day	All seven (7) days of the week. Unless otherwise specified, the term “days” in this Contract refers to calendar days.
Can/Should/May	Denotes an allowable activity, but not a mandatory requirement.
Cause	Specified reasons that allow mandatorily enrolled MCO beneficiaries to change their MCO choice. Term may also be referred to as “good cause.”
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children’s Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
CHIP	Children’s Health Insurance Program created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP.
Choice Counseling	The provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among managed care plans and primary care providers. Choice counseling does not include making recommendations for or against enrollment into a specific managed care plan.
Complaint	Any communication an enrollee has in which displeasure is expressed.
Contractor	Any person having a contract with a governmental body.

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Attachment B Statement of Work

Corrective Action Plan (CAP)	A plan developed by the enrollment broker that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency.
Customer Service Unit	A component of the beneficiary support system physically located within the United States which is sufficiently staffed with customer service representatives who have adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered programs, whose function is to provide enrollment services via telephone, computer, or other electronic means.
Department	The Louisiana Department of Health.
Disenrollment	Action taken by LDH or its designee to remove a Medicaid MCO enrollee from the MCO following the receipt and approval of a request for disenrollment, or a determination made by LDH or its designee that the enrollee is no longer eligible for Medicaid or enrollment in the MCO Program.
Enrollee	A Medicaid beneficiary who is currently enrolled in a managed care plan in the Louisiana Medicaid program. For marketing and education materials, or other informational materials provided to the enrollee, the term "member" may be used.
Enrollment	The process conducted by the enrollment broker by which a Medicaid or CHIP beneficiary becomes an enrollee of a MCO.
Enrollment Activities	Activities such as but not limited to distributing, collecting, and processing enrollment materials and taking enrollments by phone or in person.
Enrollment Broker	The State's contracted agent that performs enrollment services.
Enrollment Services	Activities such as distributing, collecting, and processing enrollment materials and taking enrollments by phone, in person, or through electronic methods of communication, and choice counseling.
Grievance	An expression of dissatisfaction about any matter other than an adverse benefit determination. Examples of grievances include dissatisfaction with quality of care, quality of service, rudeness of a provider or a network employee, and network administration practices. Administrative grievances are generally those relating to dissatisfaction with the delivery of administrative services, coverage, and access to care.
Key Staff	Those persons having authority and/or responsibility for planning, directing and/or controlling the activities of the contractor's entity either directly or indirectly.
Limited English proficient	Potential enrollees and enrollees who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English and may be eligible to receive language assistance.
Liquidated Damages	Monetary penalties that may be assessed whenever the Contractor and/or its subcontractors fails to achieve certain performance standards and other requirements defined in the terms and conditions of the Contract.
Louisiana Department of Health (LDH)	The state department responsible for promoting and protecting health and ensuring access to medical, preventive and rehabilitative services for all citizens in the state of Louisiana. Also referred to as the Department.
Louisiana Medicaid State Plan	The binding written agreement between LDH and CMS which describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation.
Louisiana Medicaid Managed Care Program	Louisiana Medicaid managed care program is the way most of Louisiana's Medicaid and LaCHIP beneficiaries receive all health care services (acute, primary, behavioral health) except dental. The overriding goal is to encourage enrollees to own their own health and the health of their families. In Louisiana, Medicaid beneficiaries enroll in a health plan. These plans differ from one another in several ways, including their provider networks, referral policies, health

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	management programs and extra services and incentives offered. Each of these plans is accountable to the Department of Health (LDH) and the State of Louisiana.
Managed Care Organization (MCO)	A private entity that contracts with LDH to provide core benefits and services to Louisiana Medicaid MCO program enrollees in exchange for a monthly prepaid capitated amount per member. The entity is regulated by the Louisiana Department of Insurance with respect to licensure and financial solvency, pursuant to La.R.S. 22:1016, but shall, solely with respect to its products and services offered pursuant to the Louisiana Medicaid program, be regulated by the Louisiana Department of Health.
Medicaid Eligibility Data System (MEDS)	The ADABAS Data System responsible for capturing, maintaining, and transmitting Medicaid eligibility. The MEDS system is vital to LDH to ensure established Medicaid eligibility is available for enrollees to receive services in a timely manner. The MEDS system is responsible for transmitting the Medicaid eligibility data to LDH's Fiscal Intermediary on a daily basis. This ensures that providers of Medicaid services can bill and receive payment for services performed.
Member	As it relates to this Contract, refers to a Medicaid enrollee. For marketing and education materials, or other informational materials provided to the enrollee, the term "member" may be used
Member Month	A calendar month of coverage for a Medicaid beneficiary who is enrolled in an MCO.
Must/ Shall/ Will	Denotes a mandatory requirement.
Occurrence	Each instance of a late, incorrect or deficient deliverable.
Open Enrollment	The period of time when an enrollee may change MCOs without cause (once every twelve months after initial enrollment).
Original	Denotes must be signed in ink.
Per Member Per Month (PMPM)	The per-member, per-month rate of payment paid to the enrollment broker by LDH for the provision of enrollment broker services. The PMPM shall be based on the total number of members included on a monthly reconciliation file.
Potential Enrollee	A Medicaid beneficiary who is subject to mandatory enrollment or who may voluntarily elect to enroll in a MCO, but is not yet an enrollee of a specific MCO.
Prevalent	A non-English language determined to be spoken by a significant number or percentage of potential enrollees and enrollees that are limited English proficient.
Provider-beneficiary Relationship	An existing provider-beneficiary relationship is one in which the provider was a main source of Medicaid services for the beneficiary during the previous year. This may be established through State records of previous managed care enrollment or FFS experience, encounter data, or through contact with the beneficiary.
Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
Readily accessible	Electronic information and services which comply with modern accessibility standards such as Section 508 guidelines, Section 504 of the Rehabilitation Act, and W3C's Web Content Accessibility Guidelines (WCAG) 2.0 AA and successor versions.
State	State of Louisiana
Subcontractor	Any entity that contracts directly with the Contractor for the performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.

TTY/TTD	Telephone Typewriter and Telecommunication Device for the Deaf, which allows for interpreter capability for deaf callers.
Validation	The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias and in accord with standards for data collection and analysis.
Vendor	Any entity that contracts with the primary contractor or another contractor to sell or furnish a specific good, product or merchandise, or supply a good or service to the public at large, for any of the work or service of a part of the principal contract, or with another contractor for the performance of a part of the principal contract.

Acronyms

BHSF	Bureau of Health Services Financing
CAP	Corrective Action Plan
CHIP	Children’s Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
CSR	Customer Service Representative
EA	Enterprise Architecture
EB	Enrollment Broker
FI	Fiscal Intermediary
FY	Fiscal Year
HIPAA	Health Insurance Portability and Accountability Act
LaCHIP	Louisiana Children’s Health Insurance Program
LDH	Louisiana Department of Health
MCO	Managed Care Organization
OAAS	Office of Aging and Adult Services
OBH	Office of Behavioral Health
OCDD	Office for Citizens with Developmental Disabilities
OPH	Office of Public Health
OSP	Office of State Procurement
PMPM	Per Member Per Month
RFP	Request For Proposals
SFTP	Secure File Transfer Protocol
TTY/TTD	Telephone Typewriter and Telecommunication Device for the Deaf

1 GENERAL INFORMATION

1.1. Background

- 1.1.1 The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
- 1.1.2 LDH is comprised of the Bureau of Health Services Financing (BHSF), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.
- 1.1.3 LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs and affairs.
- 1.1.4 In Louisiana, Medicaid is administered by BHSF. Medicaid provides medical benefits to low-income individuals and families. Although the federal government establishes the general rules for Medicaid, specific requirements are established by each state. In Louisiana, over 1.5 million residents receive healthcare coverage through Medicaid. Medicaid is funded by both the Federal and State Government and covers a wide range of services, including physicians, hospitals, nursing homes, and Home and Community-Based Services (HCBS). BHSF retains administrative authority for all Medicaid programs, services and waivers.
- 1.1.5 The Health Plan Management section within BHSF has responsibility for providing information, assistance, and operational support to beneficiaries and providers. Additionally, the section provides administrative oversight of the enrollment broker contract, and compiles and analyzes enrollment data for demographic trends and other indicators of vital interest to LDH's management of this program. The section also has primary responsibility for implementation, ongoing operations and oversight of Medicaid managed care delivery systems, including the delivery system for acute and behavioral health care hereafter referred to as the Louisiana Medicaid managed care program.

1.2 Overview of Medicaid Managed Care System

- 1.2.1 In 2012, Louisiana implemented a managed care delivery model designed to improve health outcomes and contain costs through coordination of acute care, specialized behavioral health and medical transportation services for Medicaid beneficiaries. The Louisiana Medicaid managed care program also provides specialized behavioral health and medical transportation for an additional 103,000 Medicaid beneficiaries. In 2016, Louisiana implemented the expansion of Medicaid eligibility under the Patient Protection and Affordable Care Act. As of November 2017, there were 1,466,343 Louisiana Medicaid managed care enrollees. The Louisiana Medicaid managed care program is a full risk-bearing, Managed Care Organization (MCO) health care delivery system currently comprised of five MCOs. In the Louisiana Medicaid managed care program, enrollees are able to choose a health plan that best suits the needs of the enrollee and their family.
- 1.2.2 Enrollment services for Medicaid managed care systems are provided by an enrollment broker. The enrollment broker is the primary contact for Medicaid enrollees and potential enrollees and

provides unbiased enrollment services to assist beneficiaries in their selection of a suitable health plan. The enrollment broker is responsible for the enrollment and disenrollment process and serves as an impartial conduit managing the linkage between enrollee and MCO.

- 1.2.3 Currently, LDH staff establishes and determines Medicaid financial eligibility for individuals and provides that information to the enrollment broker via LDH's Fiscal Intermediary. The enrollment broker has no role in establishing or determining Medicaid eligibility. Eligibility questions from consumers are referred to LDH. Medicaid eligibility requirements and included populations are available at www.ldh.louisiana.gov.

1.3 Purpose

- 1.3.1 The purpose of this Contract is to provide comprehensive enrollment services. LDH seeks the services of an enrollment broker for the operation and maintenance of a statewide enrollment system with full functionality to comply with the specifications detailed in this Contract.
 - 1.3.1.1 Implement and perform enrollment services such as developing, distributing, collecting, and processing enrollment materials and taking enrollments by phone, in person, or through electronic methods of communication.
 - 1.3.1.2 Implement an efficient and cost-effective automated enrollment and disenrollment process.
 - 1.3.1.3 Implement and maintain automated systems to collect and report data, and communicate and transfer data among MCOs, LDH, LDH's Fiscal Intermediary, and/or LDH's Medicaid eligibility systems.
 - 1.3.1.4 Develop, implement, and maintain a beneficiary support system that provides support to beneficiaries both prior to, and after, enrollment in a MCO. Provide a customer service unit that utilizes telephony infrastructure and qualified staff to respond to inquiries regarding all aspects of managed care programs under the purview of LDH.
 - 1.3.1.5 Implement and perform choice counseling by providing information designed to assist beneficiaries in making enrollment decisions. Choice counseling includes answering questions and identifying factors to consider when choosing among managed care plans.

2 SCOPE OF WORK

2.1 Project Overview

2.1.1 Enrollment Broker Services

2.1.1.1 The Contractor shall provide LDH with comprehensive enrollment broker and beneficiary support services in accordance with the specifications set forth herein.

2.1.1.2 For purposes of this Contract, enrollment broker services include “enrollment services” as defined in 42 CFR §438.810(a), as well as related services described in this Contract, whether or not such services are within the scope of enrollment services as defined in federal regulations. As used in this Contract, “enrollment broker” means an individual or entity that performs enrollment services, which includes but is not limited to distributing, collecting, and processing enrollments by phone, in person, or through electronic methods of communication; choice counseling; and beneficiary support services.

2.1.1.3 In accordance with 42 CFR §438.810(b)(1) et seq., the enrollment broker and its subcontractors shall be independent of any MCO or other health care provider in the State, and free from conflict of interest.

2.1.1.3.1 The Contractor or subcontractor is not considered independent if it:

2.1.1.3.1.1 Is a MCO entity or other health care provider in the State;

2.1.1.3.1.2 is owned or controlled by a MCO or other health care provider in the State; or

2.1.1.3.1.3 owns or controls a MCO or other healthcare provider in the State.

2.1.1.3.2 The Contractor or subcontractor is not considered free from conflict of interest if any person who is the owner, employee, or consultant of the Contractor or subcontractor or has any contract with them:

2.1.1.3.2.1 Has any direct or indirect financial interest in any entity or healthcare provider that furnishes services in the State;

2.1.1.3.2.2 Has been excluded from participation under Title XVIII or XIX of the Social Security Act;

2.1.1.3.2.3 Has been debarred by any Federal agency; or

2.1.1.3.2.4 Has been, or is now, subject to civil monetary penalties under the Social Security Act.

2.1.1.4 At a minimum, the Contractor will:

2.1.1.4.1 perform all functions directly related to the enrollment and disenrollment of beneficiaries within the managed care system;

2.1.1.4.2 ensure that enrollees and potential enrollees receive timely and adequate information and education;

2.1.1.4.3 ensure enrollees and/or authorized representatives receive choice counseling that is accessible in multiple ways, including phone, internet, in-person, and via auxiliary aids and services when requested related to managed care delivery systems; and

2.1.1.4.4 create and provide enrollee education and enrollment information.

- 2.1.1.5 Additional Medicaid eligibility groups may be added upon approval from the Centers for Medicare and Medicaid Services (CMS) and/or LDH. Regardless of the number of enrollees, the per member per month (PMPM) payment to the enrollment broker shall be the same.

2.2 Deliverables

- 2.2.1 The Contractor will complete deliverables in accordance with the requirements in this section.

2.2.1.1 Reporting

The Contractor shall comply with the required timelines for delivery of all reporting requirements. Although LDH has indicated the initial reports that are required in Performance Standards, the Contractor may suggest additional reports. LDH also reserves the right to require additional reports beyond what is included in this document. All report formats must be approved by LDH. Reports require State approval before being considered final.

2.2.1.2 Auditing

The Contractor shall perform SSAE 18 SOC 2 Type II audits throughout the course of the contract. LDH will approve audit schedules and the mechanisms by which these will be completed.

The State, CMS, the Office of the Inspector General, and their designees may, at any time, inspect and audit any records or documents of the contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities and equipment where Medicaid-related activities or work is conducted. The right to audit under 42 CFR §483.3 exists for ten years from the final date of the contract period or from the date of completion of any audit, whichever is later.

2.2.1.3 Monitoring

The Contractor shall monitor and evaluate the deliverables and shall identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of status reporting or other formats deemed necessary by LDH. The Contractor shall meet with LDH on a regular basis, as determined by the Contract Monitor. Meetings may be in person, webinar, or teleconference, as determined by the Contract Monitor.

2.2.2 General Requirements

- 2.2.2.1 This section identifies tasks the Contractor will perform, at a minimum, during the contract period. These tasks and associated deliverables will be the basis by which the Contractor's performance will be measured.

- 2.2.2.2 The Contractor shall:

- 2.2.2.2.1 Assist all beneficiaries throughout the State of Louisiana with enrollment into MCOs or alternative Medicaid managed care programs.

- 2.2.2.2.2 Assist and educate all managed care enrollees and potential enrollees with their selection of the most appropriate managed care organization based on their eligibility and category of assistance, taking into account such factors as: individual's healthcare needs, previous provider-beneficiary relationship, the needs of the individual's family members, and MCO enrollment capacity.

- 2.2.2.2.3 Maintain the secure automated systems necessary for all of the functional areas while supporting managed care enrollees and potential enrollees, including resources such as provider listings for the MCOs and for any alternative managed care system.
- 2.2.2.2.4 Electronically process enrollments and disenrollments both retroactively and prospectively from an MCO as necessary, based on eligibility or at the request of LDH.
- 2.2.2.2.5 Serve as a centralized repository for managed care enrollment data with the ability to electronically:
 - 2.2.2.2.5.1 Receive and accurately process eligibility files received from LDH or LDH designees.
 - 2.2.2.2.5.2 Determine the MCO for which the beneficiary is eligible and process accordingly.
 - 2.2.2.2.5.3 Accept and process updates/changes to eligibility files and apply changes appropriately.
 - 2.2.2.2.5.4 Identify and transition enrollees from one managed care system to another as eligibility dictates.
- 2.2.2.2.6 Ensure multiple access channels for a beneficiary to enroll and sufficient administrative support to process beneficiary inquiries in a timely manner. The enrollment process must allow beneficiaries the opportunity for self-service by maximizing access through a web-based approach that is supplemented by additional electronic means, including, but not limited to, e-mail, facsimile and Interactive Voice Response (IVR).
- 2.2.2.2.7 Provide timely and accurate management reporting that supports decision making for all programs as specified by LDH.
- 2.2.2.2.8 Maximize the number of opportunities for potential enrollees and enrollees to obtain objective, unbiased information.
- 2.2.2.2.9 Develop and provide accurate enrollment materials to potential enrollees and enrollees that contain information to assist in the selection of a managed care organization, as specified and approved by LDH.
- 2.2.2.2.10 Ensure that approved enrollment materials are available and accessible to all populations, including individuals who have limited reading comprehension and/or who are non-English speaking, as specified by LDH.
- 2.2.2.2.11 Establish a customer service unit within the continental United States to support enrollment broker and support services inquiries. Customer Service Representatives must be capable of handling and responding to inquiries regarding all aspects of managed care programs and related services provided by LDH.
- 2.2.2.2.12 Coordinate and collaborate with LDH to ensure beneficiaries are informed, educated and provided the assistance required to select an appropriate MCO in the manner of their choosing (choice counseling).
- 2.2.2.2.13 Have an effective, LDH-approved plan in the event of a MCO contract termination and explain the plan to enrollees and potential enrollees in materials in accordance with 42 CFR § 438.10.
- 2.2.2.2.14 Comply with the informational requirements of 42 CFR §438.10 to ensure that before enrolling, the potential enrollee receives from the enrollment broker, the accurate oral and written information he or she needs to make an informed decision. This information shall be provided in accordance with Social Security Act §1932 and 42 CFR §438.104, in an objective, non-biased fashion that neither favors nor

discriminates against any managed care organization. LDH reserves the right to delegate the performance of these informational functions to the MCOs pursuant to 42 CFR §438.3, 42 CFR §438.10, and 42 CFR §438.100.

- 2.2.2.2.15 Comply with all rules and regulations concerning enrollment and disenrollment procedures, including but not limited to: notification requirements concerning disenrollment rights, enrollment rights, and right to request and obtain information concerning enrollment/disenrollment and provide such information within the timeframe specified by LDH.
- 2.2.2.2.16 Adhere to all Medicaid State and Federal rules, regulations, policies and procedures regarding enrollment and disenrollment. The aforementioned may be found at <http://ldh.la.gov/index.cfm/page/2967>
- 2.2.2.2.17 Provide to LDH, the Fiscal Intermediary, and MCOs a comprehensive on-call operation with availability twenty-four (24) hours a day, seven (7) days a week for file exchange and/or transfer matters.
- 2.2.2.2.18 Provide to LDH and its designees a direct comprehensive help desk operation with availability from 7:00 a.m. to 5:00 p.m. Central Time, excluding Louisiana state holidays.

2.2.3 Programmatic Requirements for Enrollment Broker Services

The enrollment process shall include, at a minimum, policies, procedures, and electronic processes that address providing, collecting, and processing enrollments and disenrollments both retroactively and prospectively, and ancillary materials. (Visit www.ldh.louisiana.gov for MCO eligibility, enrollment and disenrollment requirements).

2.2.3.1 Enrollment System

2.2.3.1.1 The Contractor will provide an enrollment system for Louisiana Medicaid managed care program beneficiaries, voluntary and mandatory, as appropriate.

2.2.3.1.2 Enrollment Discrimination Prohibited

- 2.2.3.1.2.1 The Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction, unless authorized by CMS.
- 2.2.3.1.2.2 Enrollment is voluntary, except in the case of mandatory enrollment programs that meet the conditions set forth in 42 CFR § 438.50(a).
- 2.2.3.1.2.3 The Contractor shall not, on the basis of health status or need for healthcare services, discriminate against individuals eligible to enroll.
- 2.2.3.1.2.4 The Contractor shall not discriminate against individuals eligible to enroll on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and shall not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability.

2.2.3.1.3 Enrollee Rights and Protections

2.2.3.1.3.1 The Contractor shall comply with all applicable Federal and State laws that pertain to enrollee rights, and ensure that its employees and subcontractors observe and protect those rights.

- 2.2.3.1.3.2 The Contractor must ensure that each enrollee is guaranteed the following rights:
 - 2.2.3.1.3.2.1 Receive information in accordance with 42 CFR § 438.10;
 - 2.2.3.1.3.2.2 Be treated with respect and with due consideration for his or her dignity and privacy; and
 - 2.2.3.1.3.2.3 Receive information presented in a manner appropriate to the enrollee's condition and ability to understand.
- 2.2.3.1.3.3 The Contractor must ensure that each enrollee is free to exercise his or her rights, and that the exercise of those rights does not affect adversely the way the Contractor treats the enrollee.
- 2.2.3.1.4 **Access and Cultural Considerations**
 - 2.2.3.1.4.1 The Contractor shall promote access and deliver services in a culturally competent manner to all enrollees and potential enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.
- 2.2.3.1.5 **Confidentiality**
 - 2.2.3.1.5.1 The Contractor shall, for any health and enrollment information that identifies a particular enrollee, use and disclose such individually identifiable health information in accordance with the privacy requirements in 45 CFR parts 160 and 164, subparts A and E, to the extent applicable.
- 2.2.3.1.6 **Limitations on Enrollment**
 - 2.2.3.1.6.1 The Contractor shall not require the following groups specified in 42 CFR §438.50(d) to enroll in a managed care program:
 - 2.2.3.1.6.1.1 Beneficiaries who are also eligible for Medicare;
 - 2.2.3.1.6.1.2 Indians as defined in 42 CFR §438.14(a), except as permitted under 42 CFR §438.14(d); and
 - 2.2.3.1.6.1.3 Children under 19 years of age who are:
 - 2.2.3.1.6.1.3.1 Eligible for SSI under Title XVI;
 - 2.2.3.1.6.1.3.2 Eligible under section 1902 (e)(3) of the Social Security Act;
 - 2.2.3.1.6.1.3.3 In foster care or other out-of-home placement;
 - 2.2.3.1.6.1.3.4 Receiving foster care or adoption assistance; or
 - 2.2.3.1.6.1.3.5 Receiving services through a family-centered, community-based coordinated care system and is defined by the State.
- 2.2.3.1.7 **Voluntary Managed Care Enrollment Process**
 - 2.2.3.1.7.1 Voluntary managed care populations are those where one or more groups of beneficiaries have the option to enroll in a managed care plan or remain enrolled in fee-for-service (FFS) to receive Medicaid covered benefits.
 - 2.2.3.1.7.2 Potential enrollees are provided an enrollment choice option at the time of Medicaid eligibility application wherein they may make an active choice of an MCO before enrollment is effectuated.

- 2.2.3.1.7.3 Contractor must implement an automated enrollment system that includes the following features:
- 2.2.3.1.7.3.1 Upon eligibility determination, accepts a potential enrollee's active choice of the managed care delivery system and MCO;
 - 2.2.3.1.7.3.2 Gives potential enrollees the opportunity to elect to receive covered services through the managed care or fee-for-service (FFS) delivery system. If the potential enrollee elects to receive covered services through the managed care delivery system, the potential enrollee may then also select a MCO;
 - 2.2.3.1.7.3.3 If the potential enrollee does not make an active choice of delivery system during the eligibility application, then the potential enrollee will continue to receive covered services through the FFS delivery system.
 - 2.2.3.1.7.3.4 Employs an auto-assignment enrollment process, developed and approved by LDH, in which a beneficiary who does not make an active MCO choice, if selecting the managed care delivery system, is enrolled into a MCO and simultaneously provided a 90-day period of time for the enrollee to accept the MCO selected for them, select a different MCO, or elect to receive covered services through the FFS delivery system, as eligibility dictates.
 - 2.2.3.1.7.3.5 If the potential enrollee does not make an active choice of an MCO after selecting the managed care delivery system during the 90-day period, the potential enrollee will remain enrolled with the MCO selected by the auto-assignment enrollment process.
- 2.2.3.1.7.4 The Contractor must develop and provide informational notices to each potential enrollee at the time the potential enrollee first becomes eligible to enroll in a managed care program and within a timeframe that enables the potential enrollee to use the information in choosing among available delivery system and/or managed care organization options. The notices must be approved by LDH and:
- 2.2.3.1.7.4.1 Clearly explain the implications to the potential enrollee of: not making an active choice between managed care and FFS; selecting a different MCO; and accepting the MCO selected by auto-assignment enrollment;
 - 2.2.3.1.7.4.2 Identify the MCOs available to the potential enrollee should they elect the managed care delivery system;
 - 2.2.3.1.7.4.3 Provide a comparison of the MCOs available;
 - 2.2.3.1.7.4.4 Provide clear instructions for how to make known the enrollee's selection of the FFS delivery system or a MCO;
 - 2.2.3.1.7.4.5 Provide a comprehensive explanation of the 90 day without cause disenrollment period, and all other disenrollment options as specified in 42 CFR §438.56;
 - 2.2.3.1.7.4.6 Include a business reply by mail envelope, if applicable;
 - 2.2.3.1.7.4.7 Include the contact information for the beneficiary support system; and
 - 2.2.3.1.7.4.8 Comply with information requirements.
- 2.2.3.1.7.5 The Contractor must provide informational notices in hard copy form to Medicaid Eligibility offices so that potential enrollees who visit any Medicaid

Eligibility office can take the informational kit home to review or discuss their options with other family members.

- 2.2.3.1.7.6 The enrollment system must provide that beneficiaries already enrolled in a MCO are given priority to continue that enrollment if the MCO does not have the capacity to accept all those seeking enrollment under the program.

2.2.3.1.8 Mandatory Managed Care Enrollment Process

- 2.2.3.1.8.1 Mandatory managed care populations are those where one or more groups of beneficiaries must enroll in a MCO to receive covered Medicaid benefits.
- 2.2.3.1.8.2 Potential enrollees are provided an enrollment choice option at the time of Medicaid eligibility application, wherein they may make an active choice of an MCO before enrollment is effectuated.
- 2.2.3.1.8.3 Contractor must implement an automated enrollment system that includes the following features:
 - 2.2.3.1.8.3.1 Upon eligibility determination, accepts a potential enrollee's active choice of an MCO.
 - 2.2.3.1.8.3.2 If the potential enrollee does not make an active choice of MCO during the eligibility application process, the potential enrollee will be enrolled into a MCO selected by the State's auto-assignment enrollment process.
 - 2.2.3.1.8.3.3 Employs an auto-assignment enrollment process, approved by LDH, in which a beneficiary who does not make an active choice is enrolled into a MCO and simultaneously provided a 90-day period of time for the enrollee to accept the MCO selected for them or select a different MCO.
 - 2.2.3.1.8.3.4 If the potential enrollee does not make an active choice during the 90 calendar day period, the potential enrollee will remain enrolled with the MCO selected by the auto-assignment enrollment process.
- 2.2.3.1.8.4 The Contractor must develop and provide informational notices to each potential enrollee at the time the potential enrollee first becomes eligible to enroll in a managed care program and within a timeframe that enables the potential enrollee to use the information in choosing among available delivery system and/or managed care plan options. The notices must be approved by LDH and:
 - 2.2.3.1.8.4.1 Identify the MCOs available to the potential enrollee;
 - 2.2.3.1.8.4.2 Provide a comparison of the MCOs available;
 - 2.2.3.1.8.4.3 Provide clear instructions for how to make known the enrollee's selection of a MCO;
 - 2.2.3.1.8.4.4 Clearly explain the implications to the potential enrollee of: not making an active choice of a MCO, as well as the implications of making an active choice of an MCO;
 - 2.2.3.1.8.4.5 Provide a comprehensive explanation of the enrollment period, the 90-day without cause disenrollment period, and all other disenrollment options as specified in 42 CFR §438.56;
 - 2.2.3.1.8.4.6 Include the contact information for the beneficiary support system;
 - 2.2.3.1.8.4.7 Include a business reply mail envelope, if applicable; and
 - 2.2.3.1.8.4.8 Comply with information requirements.

- 2.2.3.1.8.5 The Contractor must provide informational notices in hard copy form to Medicaid Eligibility offices so that potential enrollees who visit any Medicaid Eligibility office can take the informational kit home to review or discuss their options with other family members.
- 2.2.3.1.8.6 The enrollment system must provide that beneficiaries already enrolled in a MCO are given priority to continue that enrollment if the MCO does not have the capacity to accept all those seeking enrollment under the program.

2.2.3.1.9 Auto-assignment Enrollment Process

- 2.2.3.1.9.1 Contractor shall employ an auto-assignment enrollment process, developed and approved by LDH, which may differ across systems of care and may include but not be limited to:
 - 2.2.3.1.9.1.1 Existing family member enrollment;
 - 2.2.3.1.9.1.2 Beneficiary's provider history and/or prior claims history; and
 - 2.2.3.1.9.1.3 The MCO's quality measure scores.
- 2.2.3.1.9.2 The Contractor must assign potential enrollees to qualified MCOs. To be a qualified MCO, an entity must not be subject to the intermediate sanction described in 42 CFR § 438.702(a)(4) and have a capacity to enroll beneficiaries.
- 2.2.3.1.9.3 The Contractor must limit unqualified MCOs from the auto-assignment enrollment process within a five (5) calendar day notice by LDH. The Contractor must reinstate MCOs to the auto-assignment enrollment process within five (5) calendar day notice by LDH.
- 2.2.3.1.9.4 The auto-assignment enrollment process will seek to preserve existing provider-beneficiary relationships and relationships with providers that have traditionally served Medicaid beneficiaries.
 - 2.2.3.1.9.4.1 An existing provider-beneficiary relationship is one in which the provider was a main source of services for the beneficiary during the previous year.
 - 2.2.3.1.9.4.2 A provider is considered to have "traditionally served" Medicaid beneficiaries if it has experience in serving the Medicaid population.
- 2.2.3.1.9.5 The Contractor shall not arbitrarily exclude any MCO from being considered.
- 2.2.3.1.9.6 LDH may approve additional criteria to include in the auto-assignment enrollment process algorithm and any such criteria must be employed by the Contractor within five (5) calendar day notice by LDH.

2.2.3.2 Automatic Reenrollment

- 2.2.3.2.1 The Contractor shall develop and implement a process to provide for automatic reenrollment of a beneficiary who is disenrolled solely because he or she loses Medicaid eligibility for a period of two months or less.
 - 2.2.3.2.1.1 The beneficiary shall automatically reenroll with the last MCO of record.

2.2.3.3 Disenrollment Process

- 2.2.3.3.1 Disenrollment is any action taken by LDH or its designee to terminate or change a beneficiary's participation in a MCO. Disenrollment may occur voluntarily, per the

enrollee's request, or involuntarily as a result of a determination made by LDH or its designee. Disenrollment requirements and limitations apply to all managed care programs equally, regardless of whether enrollment is mandatory or voluntary.

- 2.2.3.3.2 The Contractor shall develop and implement an electronic and automated, user-friendly disenrollment process. This system should include a web-based application adaptable for use in a mobile environment. At a minimum, the request shall include the enrollee's name, Medicaid ID number, and detailed reason for requesting the disenrollment.
- 2.2.3.3.3 The Contractor shall create an automated workflow inclusive of tasks, decision points, and documents which is made available to LDH staff and the agency's designees for purposes of processing disenrollment requests.
- 2.2.3.3.4 Regardless of the procedures followed, the effective date of an approved disenrollment must be no later than the first day of the second month following the month in which the disenrollment is requested.
- 2.2.3.3.5 If LDH fails to make the determination by the first day of the second month following the month in which the disenrollment is requested, the disenrollment is considered approved for the effective date that would have been established.
- 2.2.3.3.6 If the disenrollment requested by the enrollee is approved, the Contractor shall provide the enrollee notice of determination and give the enrollee the opportunity to select another MCO with which they are eligible to participate.
- 2.2.3.3.7 If the disenrollment requested by the enrollee is denied, the Contractor shall provide the enrollee notice of the determination and ensure timely access to a State Fair Hearing.
- 2.2.3.3.8 The Contractor shall develop and implement an electronic process and associated reports for LDH, the Contractor, and MCOs to reconcile and analyze disenrollment requests and determinations at the end of each month. These reports shall include, at minimum, trend analysis of disenrollment reasons and request outcomes as requested by LDH.

2.2.3.3.9 Voluntary disenrollment requested by the enrollee

2.2.3.3.9.1 A beneficiary or their authorized representative may request disenrollment by submitting an oral or written request to the Contractor as follows:

- 2.2.3.3.9.1.1 For cause, at any time. The following are cause for disenrollment:
 - 2.2.3.3.9.1.1.1 The enrollee moves out of the MCO service area;
 - 2.2.3.3.9.1.1.2 The plan does not, because of moral or religious objections, cover the service the enrollee seeks;
 - 2.2.3.3.9.1.1.3 The enrollee needs related services to be performed at the same time; not all related services are available within the provider network; and the enrollee's primary care provider or another provider determines that receiving the services separately would subject the enrollee to unnecessary risk;
 - 2.2.3.3.9.1.1.4 Other reasons, including poor quality of care, lack of access to services covered under the contract, or lack of access to providers experienced in dealing with the enrollee's care needs; or

- 2.2.3.3.9.1.1.5 The enrollee requests to be assigned to the same MCO as family members.
 - 2.2.3.3.9.1.2 The Contractor shall develop, implement, and maintain an electronic and automated process for disenrollment requests for cause.
 - 2.2.3.3.9.1.3 Without cause, at the following times:
 - 2.2.3.3.9.1.3.1 During the 90 days following the date of the beneficiary's initial enrollment into the MCO, or during the 90 days following the date the Contractor sends the beneficiary notice of that enrollment, whichever is later;
 - 2.2.3.3.9.1.3.2 At least once every 12 months thereafter during open enrollment;
 - 2.2.3.3.9.1.3.3 Upon automatic reenrollment, if the temporary loss of Medicaid eligibility has caused the beneficiary to miss the annual disenrollment opportunity;
 - 2.2.3.3.9.1.3.4 When LDH imposes the intermediate sanctions specified in 42 CFR § 438.702(a)(4); or
 - 2.2.3.3.9.1.3.5 After LDH notifies a MCO that it intends to terminate the contract as provided by 42 CFR § 438.722.
 - 2.2.3.3.9.1.4 LDH reserves the right to add, amend, and/or remove disenrollment reasons. Edits shall be incorporated into the disenrollment process within sixty (60) days notification by LDH.
- 2.2.3.3.10 Involuntary disenrollment requested by MCO or LDH**
- 2.2.3.3.10.1 LDH or a MCO may provide a disenrollment request to the Contractor as follows:
 - 2.2.3.3.10.1.1 A MCO may request disenrollment for the following reason:
 - 2.2.3.3.10.1.1.1 Enrollee's utilization of services constitutes fraud, waste, and/or abuse.
 - 2.2.3.3.10.1.2 A MCO may not request disenrollment because of an enrollee's:
 - 2.2.3.3.10.1.2.1 Change in physical or mental health status;
 - 2.2.3.3.10.1.2.2 Utilization of medical services; or
 - 2.2.3.3.10.1.2.3 Diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs (except when his or her continued enrollment seriously impairs the MCOs ability to furnish services to either the enrollee or other enrollees).
 - 2.2.3.3.10.1.3 If the disenrollment is approved, the Contractor shall provide the enrollee notice of determination and give the enrollee the opportunity to select another MCO with which they are eligible to participate. If no selection is made, the Contractor shall auto-assign the enrollee to another MCO with which they are eligible. The Contractor shall ensure timely access to a State Fair Hearing.
 - 2.2.3.3.10.1.4 If the disenrollment is denied, the Contractor shall provide the MCO notice of the determination.
 - 2.2.3.3.10.1.5 LDH or its designee may request disenrollment for the following non-inclusive reasons:
 - 2.2.3.3.10.1.5.1 Termination of the contract between a MCO and LDH;

- 2.2.3.3.10.1.5.2 The enrollee's eligibility changes;
- 2.2.3.3.10.1.5.3 The enrollee's intentional submission of fraudulent information;
- 2.2.3.3.10.1.5.4 Implementation of a decision by a hearing officer in an appeal proceeding by the enrollee against the MCO or as ordered by a court of law; or
- 2.2.3.3.10.1.5.5 Other reasons as specified by LDH.

2.2.3.4 Enrollment File

- 2.2.3.4.1 Contractor shall initiate and utilize the standardized Benefit Enrollment & Maintenance electronic transaction file ANSI ASC X12 834 file to process enrollment and disenrollment transactions.
- 2.2.3.4.2 Contractor must prepare and disseminate daily ANSI ASC X12 834 files for new enrollees and updates.
- 2.2.3.4.3 Contractor must prepare and disseminate a monthly reconciliation ANSI ASC X12 834 file of all members enrolled in the previous month.
- 2.2.3.4.4 Contractor must prepare and disseminate ad hoc processing files as requested by LDH.
- 2.2.3.4.5 The Contractor will electronically accept eligibility files identifying managed care beneficiaries from LDH or its designee from which they will identify the appropriate managed care system for which the beneficiary is eligible.
- 2.2.3.4.6 If the enrollment file has an MCO choice indicator, the Contractor must automatically assign the beneficiary to the MCO selected by the beneficiary, if appropriate, unless the MCO is no longer qualified as determined by LDH.
- 2.2.3.4.7 If the beneficiary is unable to be assigned to the MCO of their choice, the Contractor shall utilize the auto-assignment process to assign the beneficiary to an MCO.
- 2.2.3.4.8 Within two (2) business days of receipt of eligibility files, the Contractor must: (1) evaluate and identify beneficiaries eligible to participate in a managed care system; and (2) link the individual to an MCO within the appropriate system of care.
- 2.2.3.4.9 The Contractor shall review, identify and request corrective action on any incomplete data fields received from LDH or its designee within two (2) calendar days upon receipt of daily electronic eligibility files.
- 2.2.3.4.10 An enrollee's effective date of enrollment in a MCO shall be the date provided on the outbound ANSI ASC X12 834 initiated by the Contractor.
- 2.2.3.4.11 The effective date of enrollment may occur prior to the MCO being notified of the person's enrollment, since beneficiaries can be retroactively eligible for Medicaid and/or have changes made to their eligibility retroactively. Therefore, enrollment of beneficiaries into the MCO may occur without prior notice to the MCO or enrollee.
- 2.2.3.4.12 The Contractor must develop and implement an electronic and automated system to retroactively link the enrollee to a MCO within the Medicaid managed care system for which the enrollee is eligible, when applicable.
- 2.2.3.4.13 The Contractor shall develop and implement an electronic and automated system to accommodate retrospective changes to active and closed eligibility files including, but not limited to, insertions of closed segments.
- 2.2.3.4.14 The Contractor shall establish and implement a process that automatically enrolls a newborn into the same MCO as the mother, when applicable.

- 2.2.3.4.15 The Contractor must identify changes in a beneficiary's eligibility and transfer enrollees from one MCO to another MCO within the same system of care and across different systems of care, both retroactively and prospectively.
 - 2.2.3.4.16 The Contractor must securely transfer enrollee eligibility information to all appropriate MCOs.
 - 2.2.3.4.17 The Contractor must develop and implement a process that allows transmittal of enrollee demographic updates to both the current and historical MCO.
 - 2.2.3.4.18 The Contractor must ensure the ongoing enrollment process for enrollees is consistent, effective, service-oriented and continually pursuing opportunities for improvement and advancement.
 - 2.2.3.4.19 The Contractor must work collaboratively with LDH to analyze and monitor enrollment.
 - 2.2.3.4.20 The Contractor must develop and implement changes to the ANSI ASC X12 834 file layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH.
 - 2.2.3.4.21 The Contractor must develop and implement an ANSI ASC X12 834 companion guide within thirty (30) calendar days prior to contract start date. The companion guide must be maintained to include changes to the file layout, and updated annually.
 - 2.2.3.4.22 The Contractor must electronically complete corrections to the ANSI ASC X12 834 file within thirty (30) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH.
 - 2.2.3.4.23 Within thirty (30) calendar days prior to contract start date, the Contractor must demonstrate successful receipt, processing, and transmittal of ANSI ASC X12 834 file.
- 2.2.3.5 Additional Enrollments**
- 2.2.3.5.1 The Contractor shall process enrollments for any alternative managed care programs developed by LDH, and at no additional cost to LDH.
 - 2.2.3.5.2 LDH reserves the right to require the Contractor to develop and provide other managed care informational notices as necessary for any additional or alternative managed care system that may be developed by LDH, and at no additional cost to LDH.
- 2.2.3.6 Beneficiary Support System**
- 2.2.3.6.1 The Contractor must develop and implement a beneficiary support system that provides support to beneficiaries both prior to and after enrollment in a MCO.
 - 2.2.3.6.2 The system must include at a minimum:
 - 2.2.3.6.2.1 Choice counseling for all beneficiaries. Choice counseling, as defined in 42 CFR § 438.2, means the provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among managed care plans and primary care providers. Choice counseling does not include making recommendations for or against enrollment into a specific MCO.
 - 2.2.3.6.2.1.1 Choice counseling must be provided to all potential enrollees and enrollees who disenroll from a MCO entity for reasons specified in § 438.56 (b) and (c).

- 2.2.3.6.2.1.2 Choice counseling must be accessible in multiple ways, including telephone, internet, in-person, and via auxiliary aids and services when requested. LDH reserves the right to include additional in-person, face-to-face interactions with enrollees, including but not limited to choice counseling through outreach events. Choice counseling shall be provided during business hours, excluding weekends and designated state holidays.
- 2.2.3.6.2.1.3 Choice counseling must be provided to all potential enrollees and enrollees in understanding managed care.
- 2.2.3.6.3 The Contractor must notify LDH's Customer Service Unit of any changes in contact information or living arrangements for families or individual enrollees within five (5) business days of identification, including changes in mailing address, residential address if outside Louisiana, e-mail address and telephone number, deaths, and/or incarceration. The manner and format of notification will be determined and approved by LDH.
- 2.2.3.6.4 The Contractor shall inform the enrollee that each member of a family unit will be given the opportunity to select the same MCO if eligible to participate in that system of care.
- 2.2.3.6.5 The Contractor shall be responsible for identifying any barriers, including language, which hinder the enrollee, and where special assistance is needed for individuals who are visually or hearing impaired or have physical or mental disabilities.
- 2.2.3.6.6 The beneficiary support system must include a customer service unit to be developed, implemented and maintained by the Contractor.
 - 2.2.3.6.6.1 The monthly call activity is expected to average a minimum of 25,000 incoming and outgoing calls.
 - 2.2.3.6.6.2 It will be incumbent upon the Contractor to adjust staffing levels during the contract period based upon the anticipated volume of calls on a monthly basis, without additional negotiations or payment from LDH.
 - 2.2.3.6.6.3 The Contractor shall establish a "user friendly" toll-free telephone line for all Medicaid managed care systems, potential enrollees, enrollees and their authorized representatives.
 - 2.2.3.6.6.4 The customer service unit must be physically located in the United States, and all services to be provided under this Contract must be done so entirely within the United States. In addition, the Contractor will not hire any individual to perform any services under this Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.
 - 2.2.3.6.6.5 The toll-free line shall have an automated system, available twenty-four (24) hours a day, and seven (7) days a week. Calls received after hours must have the option to leave a request for a call back. If a request for a call back is made, the return phone call must be made the following business day.
 - 2.2.3.6.6.6 The Contractor must have sufficient telephone lines to answer incoming calls.
 - 2.2.3.6.6.7 The toll-free telephone number shall be staffed 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding designated state holidays, at levels sufficient to ensure that ninety-five percent (95%) of calls do not exceed the following wait times, to be computed on a monthly basis and reported monthly:

- 2.2.3.6.6.7.1 Five (5) minutes for the first three (3) months of operation; and
- 2.2.3.6.6.7.2 two (2) minutes after the first three (3) months of operation.
- 2.2.3.6.6.8 LDH shall retain the right to make changes to the operating hours.
- 2.2.3.6.6.9 After the allotted wait time, calls must be rolled over to an automatic attendant for messaging.
- 2.2.3.6.6.10 The toll-free number shall be staffed at levels sufficient to ensure that abandonment rates do not exceed five (5%) percent, to be computed on a monthly basis and reported monthly.
- 2.2.3.6.6.11 The toll-free number shall be staffed at levels sufficient to ensure that incoming calls that are blocked do not exceed one (1.00%) percent, to be computed on a daily basis and reported monthly. Blocked calls occur when a customer cannot get through to interact with a CSR for reasons including:
 - 2.2.3.6.6.11.1 Not enough agents to handle inbound calls;
 - 2.2.3.6.6.11.2 Technology is not equipped to handle incoming volume of calls; and
 - 2.2.3.6.6.11.3 Full queue.
- 2.2.3.6.6.12 Customer service representatives will provide assistance to callers with questions related to enrollment procedures and managed care programs.
- 2.2.3.6.6.13 The Contractor must develop and implement a plan to sustain customer service performance levels during times of high call volume or low staff availability. Such situations may include, but are not limited to, open enrollment, implementation of new or expanded managed care populations, emergency situations (including natural disasters such as hurricanes), staff training, staff illnesses, and staff vacations.
- 2.2.3.6.6.14 The Contractor shall alert LDH within thirty (30) minutes of awareness, in writing via email or fax, when there is difficulty with the phone line.
- 2.2.3.6.6.15 The Contractor shall have the capability to monitor the telephone lines online for quality control. The Contractor shall provide LDH the capability to monitor the telephone lines online for quality control.
- 2.2.3.6.6.16 The Contractor shall provide LDH the capability to monitor statistics online.
- 2.2.3.6.6.17 The Contractor must retain and/or upload recordings to LDH systems, as required by LDH.
- 2.2.3.6.6.18 Within thirty (30) days prior to contract implementation, the Contractor shall submit a training and evaluation module for customer service staff to ensure adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered program. The training module must be approved by LDH before contract implementation.
- 2.2.3.6.6.19 Within thirty (30) days prior to contract implementation, the Contractor shall submit customer service quality criteria and protocols to measure and monitor the accuracy of responses and phone etiquette as it relates to the toll-free telephone line.
- 2.2.3.6.6.20 Automated Call Distribution (ACD) System**
 - 2.2.3.6.6.20.1 The Contractor shall install, operate, and monitor an automated call distribution (ACD) system for the customer service unit. Important features of the ACD system will include, but not be limited to:

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- 2.2.3.6.6.20.1.1 Effective management of all calls received and assignment of incoming calls to available staff in an efficient manner;
- 2.2.3.6.6.20.1.2 Monitoring capabilities that allow supervisors to audit the manner in which a call is processed, as well as the efficiency of the operator;
- 2.2.3.6.6.20.1.3 A TTY toll-free number for the hearing impaired, as well as language interpretation services;
- 2.2.3.6.6.20.1.4 Notification when a caller has been on hold for thirty (30) seconds to ensure wait time does not exceed two (2) minutes. During the hold period, the Contractor shall have health informational messages and current hold time on the line;
- 2.2.3.6.6.20.1.5 Interactive voice response (IVR) options that are user-friendly to enrollees and include a decision tree illustrating IVR system;
- 2.2.3.6.6.20.1.6 Ability to transfer calls to other telephone lines;
- 2.2.3.6.6.20.1.7 Capability of routing calls from specific sources (e.g., enrollees, MCOs) to a designated group of operators;
- 2.2.3.6.6.20.1.8 Monitoring capability that allows instant determination of an operator's availability (i.e., available, on a call, completing after-work, etc.).
- 2.2.3.6.6.20.1.9 Providing a message that notifies callers that the call may be monitored for quality control purposes;
- 2.2.3.6.6.20.1.10 Automatic routing of call to the next available operator;
- 2.2.3.6.6.20.1.11 The capability for all calls to be answered promptly (within three (3) rings coming out of hold message) during normal business hours. The toll-free number shall be staffed by trained personnel who have a working knowledge of Louisiana Medicaid and managed care services available; and
- 2.2.3.6.6.20.1.12 Reporting capabilities that provide information such as:
 - 2.2.3.6.6.20.1.12.1 Length of time per call;
 - 2.2.3.6.6.20.1.12.2 Number of calls waiting (or in queue);
 - 2.2.3.6.6.20.1.12.3 Abandonment rate;
 - 2.2.3.6.6.20.1.12.4 Number of calls per hour;
 - 2.2.3.6.6.20.1.12.5 Number of calls waiting more than two (2) minutes;
 - 2.2.3.6.6.20.1.12.6 Individual operator workload;
 - 2.2.3.6.6.20.1.12.7 Reason for the call;
 - 2.2.3.6.6.20.1.12.8 Number of calls received after hours; and
 - 2.2.3.6.6.20.1.12.9 Amount of customer service unit downtime.
- 2.2.3.6.6.20.1.13 The toll-free line shall, at a minimum, allow enrollees to:
 - 2.2.3.6.6.20.1.13.1 Select a MCO and specify their choice of provider (if available);
 - 2.2.3.6.6.20.1.13.2 Request to change their MCO;
 - 2.2.3.6.6.20.1.13.3 Check the status of Medicaid enrollment or Medicaid renewal status;
 - 2.2.3.6.6.20.1.13.4 Request information about accessing services;
 - 2.2.3.6.6.20.1.13.5 Discuss problems with the program;

- 2.2.3.6.6.20.1.13.6 Register complaints;
- 2.2.3.6.6.20.1.13.7 Request other assistance in accessing services;
- 2.2.3.6.6.20.1.13.8 Notify the Contractor of demographic changes (i.e. new address, phone number, etc.);
- 2.2.3.6.6.20.1.13.9 Request MCO Provider Directories. Contractor shall have in place a mechanism to electronically forward the requests to the MCO within twenty-four (24) hours; and
- 2.2.3.6.6.20.1.13.10 Other call types as mutually agreed upon by LDH and the Contractor.

2.2.3.6.7 Complaints

- 2.2.3.6.7.1 With regard to complaints, the Contractor must, at a minimum, perform the following tasks:
 - 2.2.3.6.7.1.1 Provide a mechanism for an enrollee to make a complaint;
 - 2.2.3.6.7.1.2 Record and track enrollee complaints; and
 - 2.2.3.6.7.1.3 Generate complaint and complaint resolution results.
- 2.2.3.6.7.2 Complaints received by the Contractor regarding any conflict of interest or inappropriate conduct by the Contractor's staff must be followed by a written report of the incident to LDH within forty-eight (48) hours of the reported complaint.

2.2.3.6.8 Quality Assurance and Reporting

- 2.2.3.6.8.1 To ensure excellent customer service, accuracy, consistency and timeliness of enrollment, the Contractor must provide a quality assurance process.
- 2.2.3.6.8.2 The process must include the approach, measurement objectives, monitoring frequency, sample size, result reporting, quality goals and planned courses of action to be taken if the quality goal is not met.
- 2.2.3.6.8.3 The process must include at least the following metrics:
 - 2.2.3.6.8.3.1 Service level
 - 2.2.3.6.8.3.2 Call abandonment rate
 - 2.2.3.6.8.3.3 Average time on hold
 - 2.2.3.6.8.3.4 Percentage of calls blocked
 - 2.2.3.6.8.3.5 Call scoring
 - 2.2.3.6.8.3.6 CSR turnover rate
 - 2.2.3.6.8.3.7 Accuracy of call forecasting
 - 2.2.3.6.8.3.7.1 The metric shall be 5% variance, to be reported monthly.
 - 2.2.3.6.8.3.8 First contact resolution rate
 - 2.2.3.6.8.3.8.1 The metric shall be 73%, to be reported monthly.
 - 2.2.3.6.8.3.9 Customer satisfaction
 - 2.2.3.6.8.3.9.1 The metric shall be 90%, to be reported monthly.
- 2.2.3.6.8.4 The process must also include the ability to record, view and store the entire contact event, including call, call transfers, web session, screen shots, agent

notations, etc. for both local and remote customer service positions. Recordings must be retained for a period of six months and be provided to LDH upon request within twenty-four (24) hours.

- 2.2.3.6.8.5 The Contractor shall design and implement a comprehensive quality assurance process within thirty (30) days prior to contract implementation to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with the client.
- 2.2.3.6.8.6 The comprehensive quality assurance process shall be submitted to LDH for approval prior to contract implementation.
- 2.2.3.6.8.7 The quality assurance process will include a voluntary, anonymous after-call member satisfaction survey. The survey will include the same questions for all callers, and may be updated semi-annually upon request of LDH to ensure that data focuses on current Medicaid initiatives.

2.2.3.7 Information Requirements

2.2.3.7.1 Basic Rules

- 2.2.3.7.1.1 Contractor is responsible for producing and disseminating all required information to enrollees and potential enrollees in a manner and format, approved by LDH, which is easily understood and readily accessible by such enrollees and potential enrollees.
- 2.2.3.7.1.2 Contractor must develop and operate a web site that appears in English and Spanish and that provides information directly and links to the LDH and individual MCO websites.
 - 2.2.3.7.1.2.1 Contractor must develop and implement an online provider directory, to be approved by LDH. The directory shall be interactive and user friendly.
 - 2.2.3.7.1.2.1.1 The Contractor shall receive provider data from LDH or its designee and the directory shall be updated weekly.
 - 2.2.3.7.1.2.1.2 The Contractor shall reconcile provider data with the MCOs and LDH monthly.
 - 2.2.3.7.1.2.1.3 LDH reserves the right to request changes to the layout of the directory.
 - 2.2.3.7.1.2.1.4 The Contractor must develop and implement changes to the provider directory and/or layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH. This may include integration with or replacement by other components of the State's Provider Management System.
- 2.2.3.7.1.3 For consistency in the information provided to enrollees, the Contractor must utilize LDH approved definitions for managed care terminology, and develop LDH approved enrollee notices.
- 2.2.3.7.1.4 Information is considered to be provided if the Contractor:
 - 2.2.3.7.1.4.1 Mails a printed copy to the enrollee's mailing address;
 - 2.2.3.7.1.4.2 Provides the information by email only after obtaining and documenting the enrollee's agreement to receive information by email;
 - 2.2.3.7.1.4.3 Posts the information on the Contractor website and advises the enrollee in paper or electronic format that the information is available on the

Internet and includes the applicable Internet address, provided that enrollees with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost. Enrollee information may be provided electronically only when all of the following are met:

- 2.2.3.7.1.4.3.1 The format is readily accessible;
 - 2.2.3.7.1.4.3.2 The information is placed in a location on the Contractor's web site that is prominent and readily accessible;
 - 2.2.3.7.1.4.3.3 The information is provided in an electronic form which can be electronically retained and printed;
 - 2.2.3.7.1.4.3.4 The information is consistent with the language and content requirements of LDH; and
 - 2.2.3.7.1.4.3.5 The enrollee is informed that the information is available in paper format without charge upon request, and the Contractor must provide it upon request within five (5) business days.
- 2.2.3.7.1.4.4 Provides the information orally via the customer service unit.
- 2.2.3.7.1.5 The Contractor must have in place mechanisms to help enrollees and potential enrollees understand the requirements and benefits of each health plan.
- 2.2.3.7.2 Language and Format
- 2.2.3.7.2.1 LDH has identified Spanish as the prevalent non-English language spoken by enrollees and potential enrollees throughout the State.
 - 2.2.3.7.2.1.1 Within ninety (90) calendar days of notice from LDH, materials must be translated and made available.
 - 2.2.3.7.2.2 All written materials for enrollees and potential enrollees must be consistent with the following:
 - 2.2.3.7.2.2.1 Use easily understood language and format;
 - 2.2.3.7.2.2.2 Be at or below a 6.9 grade level, as determined by any one of the indices below, taking into consideration the need to incorporate and explain certain technical or unfamiliar terms to assure accuracy:
 - 2.2.3.7.2.2.2.1 Flesch – Kincaid;
 - 2.2.3.7.2.2.2.2 Fry Readability Index;
 - 2.2.3.7.2.2.2.3 PROSE The Readability Analyst (software developed by Educational Activities, Inc.);
 - 2.2.3.7.2.2.2.4 Gunning FOG Index;
 - 2.2.3.7.2.2.2.5 McLaughlin SMOG Index; or
 - 2.2.3.7.2.2.2.6 Other computer generated readability indices accepted by LDH.
 - 2.2.3.7.2.2.3 Use a font size no smaller than 12 point;
 - 2.2.3.7.2.2.4 Written material must also be made available in alternative formats upon request of the potential enrollee or enrollee at no cost. Auxiliary aids such as TTY/TTD and American Sign Language and services must also be made available upon request of the potential enrollee or enrollee at no cost. Written materials must include taglines in the prevalent non-English languages, as well as large print, explaining the availability of written

translation or oral interpretation to understand the information. Large print means printed in a font size no smaller than 18 point.

2.2.3.7.2.2.5 The Contractor must provide bilingual staff, including Spanish and Vietnamese speakers to support the services of the contract. Any languages that fall outside of the requirements must be handled through a language line service at no cost to LDH. If the Contractor requires bilingual coverage beyond the levels specified above, the Contractor shall adjust bilingual staff as required. The Contractor shall make oral interpretation services available free of charge to enrollees and potential enrollees, and inform the enrollees:

- 2.2.3.7.2.2.5.1 Oral interpretations are available in all languages;
- 2.2.3.7.2.2.5.2 Written translation is available in each prevalent non-English language; and
- 2.2.3.7.2.2.5.3 How to access the interpretation services and written information.

2.2.3.7.3 Information for potential enrollees

2.2.3.7.3.1 Contractor must provide information to each potential enrollee, either in paper or electronic format as follows:

2.2.3.7.3.1.1 At the time the potential enrollee first becomes eligible to enroll in a managed care program voluntarily, or is first required to enroll in a managed care program; and

2.2.3.7.3.1.2 Within a timeframe approved by LDH that enables the potential enrollee to use the information in choosing among available MCOs.

2.2.3.7.3.1.3 The information for potential enrollees must include, at a minimum, all of the following:

2.2.3.7.3.1.3.1 Information about the potential enrollee's right to disenroll consistent with the requirements of 42 CFR § 438.56 and which explains clearly the process for exercising this disenrollment right, as well as the alternatives available to the potential enrollee based on their specific circumstance;

2.2.3.7.3.1.3.2 The basic features of managed care;

2.2.3.7.3.1.3.3 Which populations are excluded from enrollment, subject to mandatory enrollment, or free to enroll voluntarily in the program. For mandatory and voluntary populations, the length of the enrollment period and all disenrollment opportunities available to the enrollee must also be specified;

2.2.3.7.3.1.3.4 Covered benefits;

2.2.3.7.3.1.3.5 Any cost-sharing that will be imposed by the MCO consistent with those set forth in the Medicaid State Plan;

2.2.3.7.3.1.3.6 The requirements for each MCO to provide adequate access to covered services, including network adequacy standards;

2.2.3.7.3.1.3.7 The MCO responsibilities for coordination of enrollee care; and

2.2.3.7.3.1.3.8 To the extent available, quality and performance indicators for each MCO including enrollee satisfaction.

- 2.2.3.7.4 Information for all enrollees
 - 2.2.3.7.4.1 Contractor must notify all enrollees of their right to disenroll at least annually. Such notification must clearly explain the process for exercising this disenrollment right, as well as the alternatives available to the enrollee based on their specific circumstance.
 - 2.2.3.7.4.2 LDH will approve all standard communications to enrollees and potential enrollees, including, but not limited to, forms, letter templates, and general notices or bulletins.
 - 2.2.3.7.4.3 Contractor designed material shall incorporate the LDH brand. This shall be achieved by using templates, logos, and designs provided by LDH.
 - 2.2.3.7.4.4 The Contractor will utilize materials approved by LDH for outreach efforts, mailing, or distribution to enrollees in conjunction with materials produced by the Contractor.
- 2.2.3.8 Digital Innovations
 - 2.2.3.8.1 Within a timeframe as agreed to by the parties, Contractor will develop and maintain a secure mobile application with the following features:
 - 2.2.3.8.1.1 Real-time data.
 - 2.2.3.8.1.2 Plan comparison.
 - 2.2.3.8.1.3 Profile access.
 - 2.2.3.8.1.4 Provider search, including mapping and geo-location.
 - 2.2.3.8.1.5 Multi-lingual in English and Spanish.
 - 2.2.3.8.2 Within a timeframe as agreed to by the parties, Contractor will increase web-based self service capabilities with the following features:
 - 2.2.3.8.2.1 Secure web enrollment.
 - 2.2.3.8.2.2 Ability to submit demographic updates online.
 - 2.2.3.8.2.3 Secure online repository to view case documents.
 - 2.2.3.8.3 Contractor will design, develop, and implement a social media support program with the following features:
 - 2.2.3.8.3.1 Social media content for LDH Facebook and Twitter, and other channels as approved.
 - 2.2.3.8.3.2 Actively monitor social media conversations and use feedback to optimize content.
 - 2.2.3.8.3.3 Provide monthly social media performance report detailing the success of the social media program.
 - 2.2.3.8.4 Within a timeframe as agreed to by the parties, Contractor will design, develop, and implement an outbound messaging strategy with the following features:
 - 2.2.3.8.4.1 Ability for enrollees to opt-in to receive emails and text messages with a link to digitally access enrollment materials.
 - 2.2.3.8.4.2 Reminders of upcoming open enrollment.
 - 2.2.3.8.4.3 Notifications to log into the secure self-service application to view posted documents.
 - 2.2.3.8.4.4 Customized notifications and advocacy messages for specific groups.
 - 2.2.3.8.4.5 Real-time outreach during disasters.

2.2.4 Operational Requirements

- 2.2.4.1 The Contractor shall procure, equip, furnish, operate and maintain facilities appropriate to support the requirements of this Contract.
- 2.2.4.2 The Contractor shall include key staff, who must be present for onsite meetings at LDH in Baton Rouge within twenty-four (24) hours' notice.
- 2.2.4.3 The Contractor shall perform the services to be provided under this Contract entirely within the United States. The term "United States" includes the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa. In addition, the Contractor will not hire any individual to perform any services under this Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

2.2.5 Record Keeping Requirements

- 2.2.5.1 The Contractor shall retain all books, recordings, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment, as prescribed in 45 CFR §75.361, or as prescribed in 42 CFR §438.3(h), whichever is longer. The Contractor shall make available to LDH such records within thirty (30) calendar days of LDH's written request and shall deliver such records to LDH's central office in Baton Rouge, Louisiana, at no cost to LDH. The Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, at no cost to LDH.

2.2.6 Reporting Requirements

- 2.2.6.1 The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and LDH designees.
- 2.2.6.2 The Contractor shall comply with all reporting requirements established by this Contract.
- 2.2.6.3 Reports to be generated by the Contractor shall meet all State and Federal reporting requirements. The needs of LDH and LDH designees shall be taken into account in compiling data and developing report formats.
- 2.2.6.4 The Contractor shall create reports and/or files using electronic formats, instructions and timeframes as specified by LDH prior to contract implementation. LDH reserves the right to modify reports and criteria at no additional cost to LDH.
- 2.2.6.5 Any changes to reports or files must be approved by LDH.
- 2.2.6.6 The Contractor shall prepare and submit any other standing report as required and/or requested by LDH, any designee of LDH, and/or CMS that is related to the Contractor's duties and obligations under the Contract with LDH, and at no additional cost to LDH. LDH will make every effort to provide a thirty (30) calendar day notice of the need to give the Contractor adequate time to prepare the reports.
- 2.2.6.7 Information considered to be of a proprietary nature shall be clearly identified as such by the Contractor at the time of submission.
- 2.2.6.8 The Contractor shall develop business requirements documents, reports, forms, letters, policies, procedures, templates, scripts, and other materials within thirty (30) calendar days request from LDH.

- 2.2.6.8.1 Contractor shall maintain an inventory of all such materials, including a revision log and obsolete versions. Contractor shall review and update materials as requested by LDH.
- 2.2.6.8.2 Annually, the Contractor shall review and update all such materials, and provide LDH with a cohesive hard copy and electronic copy of all such materials including a table of contents and revision log.

2.2.6.9 The Contractor shall have the ability to conduct ad hoc comparative and research analysis based on data contained within their enrollment system, eligibility data from LDH, and other data sources as directed by LDH. The Contractor shall develop a reporting of said analysis as directed by LDH, and within timeframes established by LDH.

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2.2.7 Errors

- 2.2.7.1 The Contractor shall prepare complete and accurate reports for submission to LDH. If after preparation and submission, a Contractor error is discovered either by the Contractor or LDH, the Contractor shall correct the error(s) and submit accurate reports within ten (10) calendar days from the date of discovery by the Contractor or date of written notification by LDH (whichever is earlier). LDH may, at its discretion, extend the due date if an acceptable corrective action plan has been submitted and the Contractor can demonstrate to LDH's satisfaction that the problem cannot be corrected within ten (10) calendar days.
- 2.2.7.2 Failure of the Contractor to respond within the above specified timeframes may result in a loss of any money due to the Contractor and the assessment of liquidated damages as provided in the Liquidated Damages section.

2.2.8 Report Submission Timeframes

- 2.2.8.1 The Contractor shall ensure that all required reports or files, as specified by LDH, are submitted in a timely manner for review and approval by LDH. The Contractor's failure to submit the reports or files as specified may result in the assessment of liquidated damages as provided in the Liquidated Damages section.
- 2.2.8.2 Unless otherwise specified, deadlines for submitting files and reports are as follows:
 - 2.2.8.2.1 Daily reports and files shall be submitted within one (1) business day of the reporting date;
 - 2.2.8.2.2 Weekly reports and files shall be submitted on the Wednesday following the reporting week;
 - 2.2.8.2.3 Monthly reports and files shall be submitted within fifteen (15) calendar days of the end of the reporting month;
 - 2.2.8.2.4 Quarterly reports and files shall be based on a calendar quarter and shall be submitted within thirty (30) calendar days of the end of the reporting quarter;
 - 2.2.8.2.5 Annual reports and files shall be based on a calendar year and shall be submitted within thirty (30) calendar days of the end of the reporting year; and
 - 2.2.8.2.6 Ad Hoc reports shall be submitted within five (5) business days from the date of request.
- 2.2.8.3 If the due date occurs on a weekend or Louisiana designated holiday, the report shall be due the following business day.
- 2.2.8.4 Regardless of due date, all reports shall be submitted by close of business. For purposes of this section, close of business is defined as 4:30pm Central Time.

2.3 Performance Standards

- 2.3.1 The Contractor shall provide to LDH or maintain, at a minimum, the following to document deliverables:
 - 2.3.1.1 Enrollment of Medicaid beneficiaries into MCO
 - 2.3.1.1.1 Submit draft program materials (letters, notices, MCO comparison charts, etc.) and inventory log at least annually
 - 2.3.1.1.2 Submit monthly Enrollment Reports
 - 2.3.1.1.3 Maintain electronic copies of all enrollment files exchanged (ANSI ASC X12 834) with Fiscal Intermediary and all contract Managed Care Organizations
 - 2.3.1.1.4 Submit summary of monthly reconciliation ANSI ASC X12 834 file
 - 2.3.1.2 Processing disenrollment requests from MCOs and enrollees
 - 2.3.1.2.1 Submit report with the number of enrollees who are automatically disenrolled from the MCO because a decision was not rendered timely on the request for disenrollment
 - 2.3.1.2.2 Submit monthly Disenrollment Report
 - 2.3.1.2.3 Maintain Disenrollment Request Forms
 - 2.3.1.2.4 Maintain documentation of reason for decision of Disenrollment Requests
 - 2.3.1.3 Annual open enrollment
 - 2.3.1.3.1 Submit written recommendation for Open Enrollment that complies with federal Medicaid requirements and allows for an annual open enrollment period
 - 2.3.1.3.2 Submit draft materials to be used in open enrollment packets
 - 2.3.1.3.3 Submit open enrollment statistical reports
 - 2.3.1.4 Systems
 - 2.3.1.4.1 Maintain evidence of successful exchange of files as verified by MCO entities and Fiscal Intermediary
 - 2.3.1.5 Beneficiary Support System
 - 2.3.1.5.1 Submit draft training materials for customer service agents
 - 2.3.1.5.2 Submit IVR and CSR scripts for approval
 - 2.3.1.5.3 Submit monthly reports
 - 2.3.1.6 Build and maintain enrollment website
 - 2.3.1.6.1 Submit website access and site map to LDH for approval
 - 2.3.1.6.2 Maintain documentation that reading level software was utilized, including indicator use and reading level of the item
 - 2.3.1.7 Enrollee materials
 - 2.3.1.7.1 Submit to LDH for approval all enrollee materials, including an inventory log
 - 2.3.1.7.2 Maintain copies of all enrollee materials including obsolete versions
 - 2.3.1.7.3 Maintain documentation that reading level software was utilized, including indicator use and reading level of the item

- 2.3.1.8 MCO complaint tracking and reporting
 - 2.3.1.8.1 Submit to LDH for approval the template for complaint tracking
 - 2.3.1.8.2 Submit monthly Complaint Tracking Reports, containing all required information
 - 2.3.1.8.3 Maintain electronic record of all complaints, investigations, and resolutions
- 2.3.1.9 Required reporting to LDH
 - 2.3.1.9.1 Take, distribute, and maintain minutes from meetings with LDH
 - 2.3.1.9.2 Submit draft technical reports for LDH review and approval
 - 2.3.1.9.3 Submit completed table of required reports
 - 2.3.1.9.4 Submit and maintain submission logs of all contractually required reports
- 2.3.2 LDH reserves the right to add additional performance standards to document deliverables.

2.4 Administrative Actions and Liquidated Damages

- 2.4.1 LDH Administrative Actions
 - 2.4.1.1 LDH shall notify the Contractor through a written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements of the contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:
 - 2.4.1.1.1 A warning through written notice or consultation;
 - 2.4.1.1.2 Education requirement regarding program policies and procedures;
 - 2.4.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
 - 2.4.1.1.4 Submission of a corrective action plan.
 - 2.4.1.2 Penalties for Failure to Comply with Enrollment Requirements
 - 2.4.1.2.1 Whenever LDH determines the Contractor, its agents, subcontractors, volunteers or providers have engaged in any unfair, deceptive, or prohibited enrollment practices in connection with enrolling beneficiaries in an MCO, one or more of the remedial actions listed below shall apply:
 - 2.4.1.2.1.1 LDH shall notify the Contractor in writing of the determination of the noncompliance, of the remedial action(s) that will be taken, and of any other related conditions such as the length of time the remedial actions shall continue and the corrective actions that the Contractor must perform;
 - 2.4.1.2.1.2 LDH may require the Contractor to recall the previously authorized enrollee education material(s);
 - 2.4.1.2.1.3 LDH may deduct the PMPM amount for beneficiaries enrolled as a result of non-compliant practices from the next monthly payment made to the Contractor and shall continue to deduct such payment until correction of the failure; and/or
 - 2.4.1.2.1.4 LDH may require the Contractor to contact each beneficiary who enrolled during the period while the Contractor was out of compliance to explain the nature of the non-compliance and inform the enrollee of his or her right to transfer to another MCO.
- 2.4.2 Liquidated Damages

- 2.4.2.1 In the event the Contractor fails to achieve the performance standards and/or other deliverables specified in the terms and conditions of the contract, the liquidated damages defined below may be assessed. LDH will issue a Notice of Action to the Contractor, along with a cure period of not less than ten (10) business days as an opportunity to cure without the assessment of liquidated damages for the first instance of a deficiency. For all following deficiencies of the same type, LDH will assess liquidated damages immediately. If assessed, the liquidated damages will be used to reduce LDH's payments to the Contractor. If the liquidated damages exceed amounts due from LDH, the Contractor will be required to make cash payments for the amount in excess. LDH may also delay the assessment of liquidated damages if it is in the best interest of LDH to do so. LDH may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of LDH, LDH may reassert the assessment of liquidated damages, even following contract termination.
- 2.4.2.2 The decision to impose liquidated damages may include consideration of some or all of the following factors:
- 2.4.2.2.1 The duration of the violation;
 - 2.4.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;
 - 2.4.2.2.3 The Contractor's history of compliance;
 - 2.4.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid beneficiary; and
 - 2.4.2.2.5 The "good faith" exercised by the Contractor in attempting to stay in compliance.
- 2.4.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay LDH the specified amounts listed below as agreed upon liquidated damages.

Requirement	Liquidated Damages
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this Contract, the contract, or upon direction of LDH.	A one thousand dollar (\$1,000) per business day charge to the Contractor per report for each day after the report due date until the report is received.
Contractor shall request approval from LDH to make changes in key staff and must fill vacant contractually required positions within 30 calendar days.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day that a change in key staff is made but not approved by LDH, or failure to fill key staff positions.
Contractor shall maintain all files and perform all file updates according to the requirements in this contract.	A one thousand five hundred dollar (\$1,500) per business day charge to the Contractor for each day after the due date until the files are maintained and/or updated.
The Contractor must develop and implement changes to the ANSI ASC X12 834 file layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH.	A one thousand five hundred dollar (\$1,500) per business day charge to the Contractor for each day after the due date until the file change is implemented.

<p>The Contractor must electronically complete corrections to the ANSI ASC X12 834 file within thirty (30) calendar days of request by LDH, or within a timeframe as approved by LDH.</p>	<p>A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the due date until the corrections are completed.</p>
<p>Contractor shall ensure that ninety-five (95%) percent of calls do not exceed the allotted wait time, to be computed on a monthly basis and reported monthly.</p>	<p>A five thousand dollar (\$5,000) charge to the Contractor per month of noncompliance.</p>
<p>Contractor shall ensure that abandonment rates do not exceed five (5%) percent, to be computed on a monthly basis and reported monthly.</p>	<p>A five thousand dollar (\$5,000) charge to the Contractor per month of noncompliance.</p>
<p>Contractor shall ensure that incoming calls that are blocked do not exceed one (1.00%) percent, to be computed on a daily basis and reported monthly.</p>	<p>A charge to the Contractor per day of noncompliance according to the following:</p> <p>Daily amount per day 1-5: one thousand dollars (\$1,000) per day</p> <p>Daily amount per day 6-10: one thousand two hundred fifty dollars (\$1,250) per day</p> <p>Daily amount per day 11 and beyond: one thousand five hundred dollars (\$1,500) per day</p>
<p>In the event of an emergency or disaster, the Contractor shall resume operations within 72 hours post event.</p>	<p>A one hundred dollar (\$100) charge to the Contractor per hour for every whole or partial hour beyond 72 hours post event that the contractor fails to resume operations.</p>
<p>Contractor shall submit a transition plan within ninety (90) calendar days of contract start date and annually thereafter, with a final transition plan due six (6) months prior to the end of the contract term.</p>	<p>A one thousand dollar (\$1,000) charge to the Contractor per calendar day after the plan due date until the plan is received.</p>
<p>Contractor shall submit a documentation inventory and assessment within ninety (90) calendar days of contract start date and semi-annually thereafter, with a final inventory and assessment due six (6) months prior to the end of the contract term.</p>	<p>A one thousand dollar (\$1,000) charge to the Contractor per calendar day after the plan due date until the plan is received.</p>

<p>Contractor shall implement and maintain a process, to be approved by LDH, for notification to LDH within five (5) business days when it receives information about changes in an enrollee's circumstances that may affect the enrollee's eligibility including but not limited to changes in the enrollee's residence and the death of an enrollee.</p>	<p>A one thousand dollar (\$1,000) per business day charge to the Contractor per enrollee for each day after the reporting due date until the reporting is received.</p>
<p>Contractor shall perform regular and ad hoc queries using all available eligibility and enrollment data to identify inappropriate MCO enrollments such as, but not limited to, overlapping MCO enrollment, overlapping incarceration segments, deceased members, and duplicated members. The Contractor shall notify LDH of any findings in writing within three (3) business days or through standing reports.</p>	<p>A one thousand dollar (\$1,000) per business day charge to the Contractor per day for each day after the report due date until the report is received.</p>
<p>Subsequent to program integrity activities, Contractor shall correct enrollments within thirty (30) calendar days and system logics and/or processes within sixty (60) calendar days of identification.</p>	<p>A one thousand five hundred dollar (\$1,500) per calendar day charge to the Contractor for each day after the due date until the corrections and/or edits are implemented.</p>
<p>Contractor shall ensure that critical enrollee internet and/or telephone-based functions are available to users twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled system maintenance agreed upon by LDH and the Contractor.</p>	<p>A one hundred dollar (\$100) charge to the Contractor per hour for every whole or partial hour that internet and/or telephone-based functions are not available.</p>
<p>Contractor shall secure an LDH approved Contingency Plan no later than thirty (30) days from the date the Contract is signed.</p>	<p>A one thousand dollar (\$1,000) charge to the Contractor per business day after the plan due date until the plan is received.</p>
<p>The Contractor shall annually test its plan through simulated disasters and lower level failures to demonstrate to LDH that it can restore system functions.</p>	<p>A one thousand dollar (\$1,000) charge to the Contractor per business day after the test due date until the test is conducted.</p>

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Attachment B Statement of Work

<p>In the event the Contractor fails to demonstrate through simulated disasters that it can restore system functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.</p>	<p>A one thousand dollar (\$1,000) charge to the Contractor per business day after the plan due date until the plan is received.</p>
<p>Within thirty (30) days of implementation and annually thereafter, the Contractor shall submit an organizational chart.</p>	<p>A one thousand dollar (\$1,000) charge to the Contractor per business day after the chart due date until the chart is received.</p>
<p>Contractor shall inform LDH in writing within seven (7) calendar days of the resignation or termination of any of the key staff positions.</p>	<p>A one thousand dollar (\$1,000) per calendar day charge to the Contractor for each day after resignation/termination notice is due until the resignation/termination is received.</p>
<p>If the Contractor has actual notice that any temporary, permanent, subcontract, part-time or full-time Contractor staff has become an “ineligible individual” or is proposed to become ineligible based on pending charges, the Contractor shall remove said personnel immediately from any work related to this contract and notify LDH within five (5) business days.</p>	<p>A one thousand dollar (\$1,000) per calendar day charge to the Contractor per employee for each day after the termination/notification date until the termination is made and/or notification is made.</p>
<p>Insurance Coverage shall not be canceled, suspended, or voided by the Contractor or reduced in coverage or in limits except after 30 calendar days written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy.</p>	<p>A one thousand dollar (\$1,000) per business day charge to the Contractor for each day that insurance coverage is not in compliance.</p>
<p>Within thirty (30) days prior to contract implementation, the Contractor shall submit a training and evaluation module for customer service staff to ensure adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered program. The training module must be approved by LDH before contract implementation.</p>	<p>A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the modules due date until the modules are received.</p>

Within thirty (30) days prior to contract implementation, the Contractor shall submit customer service quality criteria and protocols to measure and monitor the accuracy of responses and phone etiquette as it relates to the toll-free telephone line.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the criteria and protocols due date until the criteria and protocols are received.
Contractor shall design and implement a comprehensive quality assurance process within thirty (30) days prior to contract implementation to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with the client.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the process due date until the process is received.
Contractor shall ensure that the first contact resolution rate shall not drop below seventy-three (73.00%) percent and shall be reported monthly.	A two thousand five hundred dollar (\$2,500) per month charge to the Contractor for not meeting 73.00% first contact resolution rate.
Contractor shall ensure that the customer satisfaction rate shall not drop below ninety (90.00%) percent and shall be reported monthly.	A two thousand five hundred dollar (\$2,500) per month charge to the Contractor for not meeting 90.00% customer satisfaction rate.
<u>Contractor shall complete ad hoc comparative and research analysis as directed by LDH and deliver a final report within timelines established by LDH.</u>	<u>A one thousand dollar (\$1,000) per business day charge to the Contractor for each day after the analysis is not complete and the report due date until the report is received.</u>

2.4.3 LDH Liquidated Damages for Noncompliance with Other Deliverables or Requirements

2.4.3.1 For any violation of deliverables and requirements not explicitly described in the above Table, LDH may impose liquidated damages in an amount up to \$2,500 per deliverable per calendar month. LDH will issue a Notice of Action to the Contractor, along with a cure period of not less than thirty (30) calendar days as an opportunity to cure without the assessment of liquidated damages for the first instance of a deficiency. For all following deficiencies of the same type, LDH will assess liquidated damages immediately.

2.4.4 Payment of Liquidated Damages

2.4.4.1 Any liquidated damages assessed by LDH that cannot be collected through withholding from future enrollment broker payments shall be due and payable to LDH within thirty (30) calendar days after the Contractor's receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by LDH will be returned to the Contractor.

- 2.4.4.2 If liquidated damages are insufficient, LDH has the right to pursue actual damages. If the Contractor's failure to perform satisfactorily exposes LDH to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services, LDH may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. LDH shall account to the Contractor and return any excess to the Contractor.
- 2.4.4.3 LDH has the right to recovery of any amounts overpaid as the result of deceptive practices by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties, and/or other remedial measures.
- 2.4.4.4 A monetary sanction may be applied to all known affiliates, subsidiaries and parents of the Contractor, provided that each decision to include an affiliate is made on a case-by-case basis after giving due regard to all relevant facts and circumstances. The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

2.5 Program Integrity

- 2.5.1 The Contractor shall implement and maintain internal controls, policies, and procedures that are designed to detect and prevent fraud, waste, and abuse.
- 2.5.2 The Contractor shall implement and maintain written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable requirements and standards under this contract, and all applicable Federal and State requirements. The Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, and investigation and correction of potential compliance issues.
- 2.5.3 The Contractor shall implement and maintain a process, to be approved by LDH, for notification to LDH within five (5) business days when it receives information about changes in an enrollee's circumstances that may affect the enrollee's eligibility including but not limited to changes in the enrollee's residence and the death of an enrollee.
- 2.5.4 The Contractor shall implement and maintain a process to validate that enrollments are appropriate. The Contractor shall perform regular and ad hoc queries using all available eligibility and enrollment data to identify inappropriate MCO enrollments such as, but not limited to, overlapping MCO enrollment, overlapping incarceration segments, deceased members, and duplicated members. The Contractor shall notify LDH of any findings in writing within three (3) business days or through standing reports. The Contractor shall correct enrollment within thirty (30) calendar days and system logics and/or processes within sixty (60) calendar days of identification. LDH reserves the right to request regular and/or ad hoc queries.

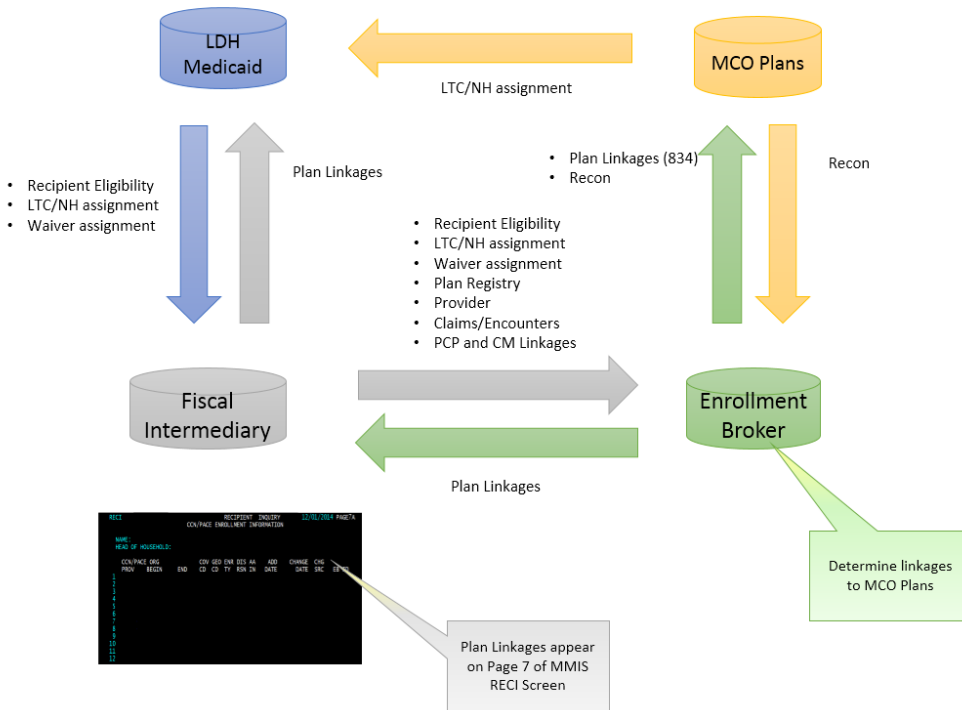
2.6 Technical Requirements

- 2.6.1 The State requires that the Contractor integrate with components of the State's Enterprise Architecture (EA). All solutions must integrate into the EA components using standard APIs a complete listing of which can be found in Appendix F, *Enterprise Architecture Integration Requirements*, of the RFP. The Contractor must integrate to the functional component(s) through the EA's Enterprise Service Bus and Identity Access Management components. The Contractor will be responsible for performing all work necessary to integrate its solution into the EA. Contractor

must work directly with the State’s EA Governance Team and the State’s EA Contractor as necessary throughout the project to validate its integration methodology.

- 2.6.2 Contractor will have one hundred twenty (120) calendar days following an approved Business Requirements Document (BRD) to complete integration activities, including testing. Integration activities may be directed in whole or in part.
- 2.6.3 Below is the current view of the enrollment broker’s role with other Medicaid partners which is subject to change:

LDH Medicaid to Fiscal Intermediary to Enrollment Broker



- 2.6.4 The Contractor must implement and maintain the secure systems necessary to carry out the enrollment and support services detailed in this Contract.
- 2.6.5 When fully implemented, the Contractor’s system must provide, at a minimum, the following functionalities:
 - 2.6.5.1 Interface and communicate with LDH and LDH designee systems via a secure protocol. Encryption will be governed in adherence with the security policies referenced in section 3.6.7;

- 2.6.5.2 Process enrollments, disenrollments, and change requests of LDH, enrollees and MCO entities according to department-defined business rules, including retroactive changes and insertion of closed segments;
- 2.6.5.3 Perform auto assignment of enrollees, when applicable, using approved LDH algorithm(s);
- 2.6.5.4 Successfully and securely interface, integrate and exchange files with LDH and all LDH designees with no more than a 0.01 % file or transmission failure rate;
- 2.6.5.5 Securely collect and maintain demographic data related to enrollees and providers;
- 2.6.5.6 Maintain privacy of all enrollees and potential enrollees in a secure technical environment;
- 2.6.5.7 Conform and adhere to all applicable HIPAA requirements regarding participant privacy and data security;
- 2.6.5.8 Establish and maintain telecommunications with an uptime to meet or exceed 99.99%, exclusive of planned maintenance downtimes;
- 2.6.5.9 Maintain high quality data for reporting processes, perform data cleansing and validation such that the data error rate will not exceed 5.00% on random sampling;
- 2.6.5.10 Serve as a centralized repository for notes specifically relating to services received through programs;
- 2.6.5.11 Generate and track all appropriate physical and electronic communications with LDH, MCOs, stakeholders, enrollees, and potential enrollees;
- 2.6.5.12 Ensure that critical enrollee internet and/or telephone-based functions are available to users twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled system maintenance agreed upon by LDH and the Contractor;
- 2.6.5.13 Ensure that written process and procedure manuals document and describe all manual and automated system procedures for its information processes and information systems;
- 2.6.5.14 Batch transaction types include, but are not limited to, the following:
 - 2.6.5.14.1 ANSI ASC X12N 834 Benefit Enrollment and Maintenance;
 - 2.6.5.14.2 ANSI ASC X12N 835 Claims Payment Remittance Advice Transaction;
 - 2.6.5.14.3 ANSI ASC X12N 837I Institutional Claim/Encounter Transaction;
 - 2.6.5.14.4 ANSI ASC X12N 837P Professional Claim/Encounter Transaction;
 - 2.6.5.14.5 ANSI ASC X12N 270/271 Eligibility/Benefit Inquiry/Response;
 - 2.6.5.14.6 ANSI ASC X12N 276 Claims Status Inquiry;
 - 2.6.5.14.7 ANSI ASC X12N 277 Claims Status Response;
 - 2.6.5.14.8 ANSI ASC X12N 278/279 Utilization Review Inquiry/Response; and
 - 2.6.5.14.9 ANSI ASC X12N 820 Payroll Deducted and Other Group Premium Payment for Insurance Products.
- 2.6.6 Transaction types are subject to change and the Contractor shall comply with applicable HIPAA and other federal standards and regulations for information exchange as they occur.
- 2.6.7 Contractor will perform at least monthly system releases, as applicable, to maintain and update systems. During EA integration, system releases will occur on a quarterly basis unless otherwise directed by LDH.
- 2.6.8 Off Site Storage and Remote Back-up
 - 2.6.8.1 The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.

- 2.6.8.2 The data back-up policy and procedures shall include, but not be limited to:
- 2.6.8.2.1 Descriptions of the controls for back-up processing, including how frequently back-ups occur;
 - 2.6.8.2.2 Documented back-up procedures;
 - 2.6.8.2.3 The location of data that has been backed up (off-site and on-site, as applicable);
 - 2.6.8.2.4 Identification and description of what is being backed up as part of the back-up plan;
 - 2.6.8.2.5 Any change in back-up procedures in relation to the Contractor's technology changes; and
 - 2.6.8.2.6 A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.
- 2.6.9 The Contractor shall adhere to all applicable published state security policies, which may be located at <http://www.doa.la.gov/pages/ots/informationsecurity.aspx>
- 2.6.10 The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of LDH related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to LDH. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- 2.6.11 The Contractor shall be responsible for procuring and maintaining hardware and software resources that are sufficient to perform the services detailed in this Contract at the service level specified.
- 2.6.12 The Contractor shall adhere to applicable state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this Contract.
- 2.6.13 Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources that are relevant to successful completion of the requirements of this Contract. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources that are relevant to the successful completion of the requirements of this Contract. Such expenses are inclusive of hardware, software, network infrastructure, and any licensing costs.
- 2.6.14 Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 2.6.15 Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
- 2.6.16 Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware-level encryption standards.
- 2.6.17 All Contractor utilized computers and devices must:
- 2.6.17.1 Be protected by industry standard virus protection software that is automatically updated on a regular schedule;
 - 2.6.17.2 Have installed all security patches that are relevant to the applicable operating system and any other system software; and

2.6.17.3 Have encryption protection enabled at the operating system level.

2.7 Contingency Plan

- 2.7.1 The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters. The Contractor must have the flexibility and capability to maintain a level of service for the beneficiary support system, as approved by LDH.
- 2.7.2 The contingency plan shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on maintaining and restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes, staffing, and the procurement of office supplies needed to do business in the emergency mode operation environment. The practice of including both the DRP and the BCP in the contingency planning process is a best practice.
- 2.7.3 The Contractor shall secure an LDH approved Contingency Plan no later than thirty (30) days from the date the Contract is signed.
- 2.7.4 At a minimum, the Contingency Plan shall address the following scenarios:
 - 2.7.4.1 The central computer installation and resident software are destroyed or damaged;
 - 2.7.4.2 The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transactions that are active in a live system at the time of the outage;
 - 2.7.4.3 System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system; and
 - 2.7.4.4 System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the System, such as it causes unscheduled System unavailability.
- 2.7.5 The Contingency Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.
- 2.7.6 The Contingency Plan shall specify how operations will be maintained during events that may occur in Louisiana or in the location of the Contractor.
- 2.7.7 The Contractor shall annually test its plan through simulated disasters and lower level failures to demonstrate to LDH that it can restore system functions.
- 2.7.8 In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.

2.8 Staffing Requirements

- 2.8.1 The Contractor shall have in place the organizational, operational, managerial and administrative capacity to fulfill all contract requirements outlined in this Contract. Within thirty (30) days of implementation and annually thereafter, the Contractor shall submit an organizational chart.
- 2.8.2 For the purposes of this contract, the Contractor shall not employ or contract with any individual who has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 CFR §438.610(a) and (b), and 42 CFR §1001.1901(b)]. The Contractor must screen all employees and subcontractors to determine whether any of them have been excluded from participation in federal health care programs. The HHS-OIG website, which can be searched by the names of any individual, can be accessed at the following URL: <https://exclusions.oig.hhs.gov/>.
- 2.8.3 The Contractor must employ sufficient staffing and utilize appropriate resources to achieve contractual compliance. The Contractor's resource allocation must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and LDH policy requirements, including the requirement for providing culturally competent services to all enrollees and potential enrollees, including those with limited English proficiency, diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by LDH, including but not limited to requiring the Contractor to hire additional staff and application of liquidated damages as provided in section 3.4.
- 2.8.4 For the duration of the contract, the Contractor shall include at a minimum the following qualified key staff, who must be present for onsite meetings at LDH in Baton Rouge within twenty-four (24) hours' notice:
 - 2.8.4.1 Enrollment Broker Director who must have at least six (6) years of experience in managing a similar project of equal or greater scope;
 - 2.8.4.2 Enrollment Services Deputy Director who must have at least five (5) years of experience in managing a technical benefit enrollment and maintenance information project of equal or greater scope;
 - 2.8.4.3 Information Technology Deputy Director who must have at least five (5) years of experience in managing an information technology project of equal or greater scope; and
 - 2.8.4.4 Beneficiary Support Services Deputy Director who must have at least five (5) years of experience in managing an enrollee relations project of equal or greater scope.
- 2.8.5 The Contractor shall remove or reassign, upon written request from LDH, any employee or subcontractor employee that LDH deems to be unacceptable.
- 2.8.6 LDH shall approve the hiring of all key staff.
- 2.8.7 Key staff shall not be removed or reassigned without approval of LDH, which approval will not be unreasonably withheld if a suitable candidate is proposed.
- 2.8.8 An individual may not occupy more than one (1) key staff position, unless prior approval is obtained by LDH.
- 2.8.9 The Contractor shall inform LDH in writing within seven (7) calendar days of the resignation or termination of any of the key staff positions. Staff assignments shall be fully covered at all times, and the name of the interim contact person must be included in the notification. The vacancy

shall be filled within thirty (30) calendar days. The name and resume of the of the replacement key staff must be submitted to LDH for approval. Upon approval, Contractor shall submit to LDH a revised organization chart complete with key staff time allocation.

- 2.8.10 The Contractor shall replace resigned or terminated key staff with a person of equivalent experience, knowledge and talent, to be approved by LDH.
- 2.8.11 Annually, the Contractor must provide the name, Social Security number and date of birth of the key staff to the Contract Monitor or designee. LDH will compare this information against federal databases to confirm that those individuals have not been banned or debarred from participating in federal programs per 42 CFR §455.104.
- 2.8.12 All key staff must have a working knowledge of Medicaid and managed care programs. The Contractor shall develop and submit to LDH for approval, a detailed outline of the training plan and orientation package designed to equip Contractor staff with a working knowledge of LDH, Louisiana Medicaid, Louisiana managed care programs, and LaCHIP.
- 2.8.13 Ineligible Individuals for Employment
- 2.8.13.1 The Contractor must ensure that all entities or individuals, whether defined as “key staff” or not, performing services under a contract with Louisiana Medicaid are not “ineligible individuals” to participate in the federal health care programs, in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available via the internet at <https://exclusions.oig.hhs.gov/>) and the General Services Administration’s List of Parties Excluded from Federal Programs (available via the internet at <https://www.sam.gov>).
- 2.8.13.2 All temporary, permanent, subcontract, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must complete an annual statement, to be developed by the Contractor, that includes an acknowledgement of confidentiality requirements and a declaration as to whether the individual has been convicted of a felony crime or has been determined an “ineligible individual” to participate in federal health care programs or in Federal procurement or non-procurement programs. If the individual has been convicted of a felony crime or identified as an “ineligible individual”, the Contractor must notify LDH in writing on the same date the notice of a conviction or ineligibility is received.
- 2.8.13.3 The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to LDH, indicating if the staff stated they were free of convictions or ineligibility referenced above.
- 2.8.14 If the Contractor has actual notice that any temporary, permanent, subcontract, part-time or full-time Contractor staff has become an “ineligible individual” or is proposed to become ineligible based on pending charges, the Contractor shall remove said personnel immediately from any work related to this contract and notify LDH within five (5) business days. For felony convictions, LDH will determine if the individual must be removed from the contract project.
- 2.8.15 If any of the organizational or key staff information changes between the response to the RFP and contract award, the Contractor must update and provide this information to LDH no later than the contract execution date. The same is applicable to any subcontractor information.
- 2.8.16 The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH. All meetings shall be considered mandatory unless otherwise indicated.

2.8.17 The Contractor will implement tools to continuously improve staff selection, training and retention including the following:

- 2.8.17.1 Real Job Preview for recruiting efforts.
- 2.8.17.2 Hickory Learning for training.
- 2.8.17.3 AnswerOn for retention and attrition management.

2.9 Subcontracting

- 2.9.1 LDH shall have a single prime Contractor as the result of any contract negotiation, and that Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Contractor may enter into subcontractor arrangements; however, Contractor acknowledges their total responsibility for the entire contract.
- 2.9.2 If the Contractor intends to subcontract for portions of the work, the Contractor should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Contractor under the terms of the RFP and contract shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.
- 2.9.3 Unless provided for in the contract with LDH, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of LDH.
- 2.9.4 For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:
 - 2.9.4.1 The subcontractor(s) will provide a written commitment to accept all contract provisions; and
 - 2.9.4.2 The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
- 2.9.5 The Contractor shall not contract with any other vendor under a business agreement for the furnishing of any good, product, or merchandise, or the supplying of any good or services required by the contract without the express written approval of LDH. The Contractor shall not substitute any vendor under a business agreement without the prior written approval of LDH. For vendor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all vendors through the following:
 - 2.9.5.1 The vendor(s) will provide a written commitment to accept all contract provisions; and
 - 2.9.5.2 The vendor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
- 2.9.6 Any work or service by a subcontractor, or the selling, offering to sell, or the furnishing of a specific good, product or merchandise of a part of the principal contract by a vendor, must be performed within the geographical confines of the continental United States, Alaska, Hawaii, or its territories, including Puerto Rico, Guam, U.S. Virgin Islands, the Northern Mariana Islands, and American Samoa.

- 2.9.7 The Contractor shall affirm that all subcontracting requirements are met on a form prescribed by LDH. The Contractor shall submit all subcontracts for the provision of any services under this Contract to LDH for prior review and approval. LDH shall have the right to review and approve or disapprove any and all subcontracts entered into for the provision of any services under this contract.

2.10 Transition Plan

- 2.10.1 This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination. The Contractor shall provide full support and assistance in the transition of operations to LDH or to a successor Contractor in order to minimize any disruption of services covered under the resulting contract of an RFP. The Contractor must:
- 2.10.1.1 Within ninety (90) calendar days of the contract start date and annually thereafter, with a final transition plan completed no later than six (6) months prior to the end of the contract term, deliver a transition plan to LDH which outlines the procedures and timelines to ensure continuity of services. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard policy and procedures, companion guides, file layouts, phone numbers, website domains, forms and templates, and any additional information that LDH, at its sole discretion, feels is necessary to effect a smooth transition to the successor Contractor.
- 2.10.1.2 Provide training to successor Contractor's management in the use, operation and maintenance of computer programs, systems, file exchanges, data transfers, policies and procedures. All training and materials will be based upon current and complete policies, processes, and procedures. Training will be provided to additional successor Contractor staff as deemed necessary by LDH.
- 2.10.1.3 Perform a comprehensive inventory and assessment of all documentation including but not limited to policies, procedures, companion guides, and training materials. This documentation inventory and assessment will be completed and delivered to LDH within ninety (90) days of the contract start date and annually thereafter, with a final inventory and assessment completed and delivered no later than six (6) months prior to the end of the contract term. The purpose of the inventory and assessment is to evaluate whether the documentation accurately and completely reflects existing LDH procedures and meets all requirements. Any proprietary or confidential information must be claimed and disclosed to LDH on a privilege log to be included in the assessment.
- 2.10.1.4 Transfer the Contractor's records to LDH or the successor Contractor, as directed by LDH. This transfer will be conducted in order to prevent any interruption in the records retention services, including custodianship, preparation of copies, access, retrieval and certification while the transfer is executed. The Contractor must complete the transfer within ten (10) business days after request from LDH.
- 2.10.1.5 Transfer all non-proprietary and non-confidential software, files, programs, source code and documentation in an electronic format to the successor Contractor or to LDH within ten (10) business days after request from LDH.
- 2.10.1.6 In the event of contract termination, the transition plan must be adhered to within thirty (30) days of written notification unless other appropriate time frames have been mutually agreed upon by both the Contractor and LDH.

2.11 Compliance With Applicable Laws

- 2.11.1 The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 as amended, and section 1557 of the Patient Protection and Affordable Care Act.
- 2.11.2 The Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

2.12 Insurance Requirements

- 2.12.1 Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 2.12.2 The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with LDH for approval. The Contractor shall be named as the insured on the policy. The Contractor shall not allow any Subcontractor to commence work on subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of LDH before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) calendar days' written notice in advance to LDH and consented to by LDH in writing and the policies shall so provide.
- 2.12.3 Minimum Scope and Limits of Insurance
 - 2.12.3.1 Workers' Compensation Insurance
 - 2.12.3.1.1 The Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance in compliance with the Workers' Compensation laws of Louisiana and of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.
 - 2.12.3.2 Commercial General Liability Insurance
 - 2.12.3.2.1 The Contractor shall obtain and maintain during the life of the contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall have a minimum limit per occurrence of \$1,000,000.00 and a minimum general aggregate of \$2,000,000.00. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

- 2.12.3.3 Insurance Covering Special Hazards
 - 2.12.3.3.1 Special hazards as determined by LDH shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
- 2.12.3.4 Automobile Liability
 - 2.12.3.4.1 The Contractor shall obtain and maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.
- 2.12.3.5 Professional Liability (Errors and Omissions)
 - 2.12.3.5.1 The Contractor shall obtain and maintain during the life of the contract such Professional Liability (Error & Omissions) insurance which covers the professional errors, acts, or omissions of the Contractor, and shall have a minimum limit of \$1,000,000.00. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 calendar days after the anticipated completion of the contract. The policy shall provide for an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.
- 2.12.3.6 Subcontractor's Insurance
 - 2.12.3.6.1 The Contractor shall require that any and all Subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.
- 2.12.4 Deductibles and Self-Insured Retentions
 - 2.12.4.1 Any deductibles or self-insured retentions must be declared to and accepted by LDH. The Contractor shall be responsible for all deductibles and self-insured retentions.
- 2.12.5 Other Insurance Provisions
 - 2.12.5.1 The policies are to contain, or be endorsed to contain, the following provisions:
 - 2.12.5.1.1 General Liability and Automobile Liability Coverage
 - 2.12.5.1.1.1 LDH, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to LDH.
 - 2.12.5.1.1.2 The Contractor's insurance shall be primary as respects to LDH, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by LDH shall be excess and non-contributory of the Contractor's insurance.
 - 2.12.5.1.1.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
 - 2.12.5.1.2 Workers' Compensation and Employers' Liability Coverage

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

2.12.5.1.3 All Coverage

2.12.5.1.3.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 calendar days written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

2.12.5.1.3.2 Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

2.12.5.1.3.3 The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.

2.12.5.1.3.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

2.12.6 Acceptability of Insurers

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

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

2.12.7 Verification of Coverage

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

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

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

2.12.8 Subcontractors

2.12.8.1 Contractor shall include all subcontractors as insured's under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor.

Subcontractors shall be subject to all of the requirements stated herein. LDH reserves the right to request copies of subcontractor's Certificates at any time.

2.12.9 Workers' Compensation Indemnity

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

2.13 **Resources Available to Contractor**

2.13.1 The LDH Health Plan Management Section will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

2.14 **Contract Monitor**

All work performed by the Contractor will be monitored by the contract monitor or designee:

Rebecca Harris
Louisiana Department of Health
Bureau of Health Services Financing
Health Plan Management
628 North 4th Street, 6th floor
Baton Rouge, LA 70802

2.15 **Term of Contract**

2.15.1 The initial term of this contract shall be three (3) years, commencing on August 1, 2018. With all proper approvals and concurrence with the successful Contractor, LDH may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval required by law shall be obtained. Such written evidence of JLCB approval shall be submitted along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3 year term. The total contract term including any extensions shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

2.15.2 No contract or amendment shall be valid, nor shall the state be bound by any contract or amendment, until it has first been executed by LDH and the Contractor, and has been approved in writing by the director of the Office of State Procurement.

2.16 Payment Terms

2.16.1 The Contractor shall complete deliverables in accordance with established timelines and shall submit itemized invoices to LDH as defined in the contract terms. Invoices shall be submitted monthly, no later than fifteen (15) calendar days following the month services were rendered, or as defined in the contract terms. Contractor shall submit a final invoice within fifteen (15) calendar days after termination of the contract.

2.16.2 Payment of invoices is subject to written approval by LDH. Invoice amounts for work performed must be based on clearly identifiable deliverables as reflected in written reports submitted with the invoice.

2.16.3 LDH will make every reasonable effort to make payments within forty-five (45) calendar days of the approval of invoices.

2.16.4 The Contractor will not be paid more than the maximum amount of the contract. Continuation of payment is dependent upon available funding.

2.16.5 The Contractor will be paid a per member per month (PMPM) rate for the total number of members included on a monthly reconciliation file for the previous month, as specified in the contract with LDH. The PMPM rate shall be inclusive of all costs associated with the performance of deliverables outlined in the contract and shall remain the same regardless of the number of members.

2.16.5.1 The PMPM rate shall be as follows:

TERM	PMPM RATE
8/1/18 – 6/30/19	\$ 0.272
7/1/19 – 6/30/20	\$ 0.253
7/1/20 – 6/30/21	\$ 0.248
7/1/21 – 7/31/21	\$ 0.248

~~2.16.6 The Contractor shall be paid a fixed rate per comparative and research analysis project as approved by task order determined and directed by LDH. This rate shall be based on the level of effort determined on a per project basis and as agreed upon by the each parties, and defined in the task order. See Attachment C, Task Order Form. No more than The total amount paid for such projects shall not exceed one million five hundred thousand dollars (\$1,500,000.00) shall be approved for this limited scope of work during the term of this contract.~~

~~2.16.6.2.16.7~~ All amounts owed by the Contractor to LDH as identified through routine or investigative reviews of records or audits conducted by LDH or other state or federal agency, are due no later than thirty (30) calendar days following notification to the Contractor by LDH unless otherwise authorized in writing by LDH. LDH, at its discretion, reserves the right to collect amounts due by withholding and applying all balances due to LDH to future payments. LDH reserves the right to collect interest on unpaid balances beginning thirty (30) calendar days from the date of initial notification. Any unpaid balances after the refund is due shall be subject to interest at the current Federal Reserve Board lending rate or ten percent (10%) annually, whichever is higher.

2.17 **Code of Ethics**

- 2.17.1 The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contractor in the performance of services called for in this contract. The Contractor agrees to immediately notify LDH if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.
- 2.17.2 The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Contractor as it relates to the contract must be immediately reported to the Department by Contractor.

3 CONTRACTOR REQUIREMENTS

3.1 Confidentiality of Data

- 3.1.1 All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
- 3.1.2 Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Health.

3.2 Taxes

- 3.2.1 The Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract.

3.3 Fund Use

- 3.3.1 The Contractor agrees not to use contract proceeds 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.

4 CONTRACTUAL INFORMATION

4.1 Contract

- 4.1.1 The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Appendix C to the RFP) including its attachments and exhibits, the RFP (including its attachments, amendments, and addenda), and the Contractor's proposal. The LDH contract form contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the contract and supplements, the following are incorporated into the contract awarded through RFP:
- 4.1.2 Personnel Assignments
 - 4.1.2.1 The Contractor's key staff assigned to this contract may not be replaced without the written consent of LDH. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key staff for these purposes will be determined during contract negotiation.
- 4.1.3 Force Majeure
 - 4.1.3.1 The Contractor and LDH are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
- 4.1.4 Order of Precedence
 - 4.1.4.1 The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to the provisions of the LDH Standard Contract Form and its attachments and exhibits (excluding the RFP, its attachments, amendments, and addenda, and the Contractor's proposal); second priority to the provisions of the RFP (including its attachments, amendments, and addenda); and third priority to the provisions of the Contractor's proposal.
- 4.1.5 Entire Agreement
 - 4.1.5.1 The LDH Standard Contract Form (including its attachments and exhibits), the RFP (including its attachments, amendments, and addenda), and the Contractor's proposal constitute the entire agreement between the parties with respect to the subject matter.
- 4.1.6 Board Resolution/Signature Authority
 - 4.1.6.1 The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
- 4.1.7 Warranty to Comply with State and Federal Regulations
 - 4.1.7.1 The Contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
- 4.1.8 Warranty of Removal of Conflict of Interest
 - 4.1.8.1 The Contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform LDH promptly of any potential

conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

- 4.1.8.2 Pursuant to 42 CFR §438.810, the enrollment broker and its subcontractor(s) shall be free from conflict of interest. The enrollment broker or its subcontractor(s) is not considered free from conflict of interest if any person who is the owner, employee, or consultant of the enrollment broker or subcontractor or has any contract with them has any direct or indirect financial interest in any entity or healthcare provider that furnishes services in the State in which the broker or subcontractor provides enrollment services; has been excluded from participation under Title XVIII or XIX of the Social Security Act; has been debarred by any federal agency; or has been, or is now, subject to civil money penalties under the Act.

4.1.9 Corporation Requirements

- 4.1.9.1 If the Contractor is a corporation, the following requirements must be met prior to execution of the contract:

- 4.1.9.1.1 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.
- 4.1.9.1.2 If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, it must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- 4.1.9.1.3 The Contractor must provide written assurance to LDH from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

4.1.10 Contract Controversies

- 4.1.10.1 Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

4.1.11 Right To Audit

- 4.1.11.1 The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal business hours for this purpose.

4.1.12 Contract Modification

- 4.1.12.1 No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

4.1.13 Severability

- 4.1.13.1 If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

4.1.14 Applicable Law

4.1.14.1 This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

4.1.15 Intellectual Property

4.1.15.1 Any and all Contractor or 3rd party intellectual property (including but not limited to data, records, materials, documents, software, processes, and techniques) not first developed for the State in the performance of the contract remain the sole and exclusive property of Contractor or such 3rd party.

4.1.16 Equitable Adjustments

4.1.16.1 Should there be any change in the scope of work which results in new deliverables or requirements (including statutory, regulatory, or policy requirements), the parties shall (1) identify the change and impact on scope, deliverables, or contract compliance, (2) document and substantiate level of effort and cost (3) negotiate an adjustment to price and/or performance standards, as applicable, and (4) arrive at an agreement within thirty (30) calendar days after LDH requests the change. All changes and/or contract amendments will be in adherence with State procurement laws and rules.

4.2 Mutual Obligations and Responsibilities

4.2.1 The State requires that the mutual obligations and responsibilities of LDH and the Contractor be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the sample state contract.

4.3 Performance Bond

4.3.1 The Contractor shall be required to establish and maintain a performance bond equal to one and one half (1.5) million dollars (\$1,500,000.00) for as long as the contractor has contract-related liabilities, or ninety (90) calendar days following the termination date of this contract, whichever is later, to guarantee: (1) payment of the Contractor's obligations to LDH and (2) performance by the Contractor of its obligations under this contract.

4.3.2 Annually, LDH and the Contractor will meet to review (1) payment of the Contractor's obligations to LDH, (2) performance by the Contractor of its obligations, and (3) outstanding balance and term of the contract to determine if a reduction in the amount of the performance bond is earned by merit and equitable to the parties. Under no circumstance shall the value of the performance bond be less than ten (10) percent of the balance of the contract.

4.3.3 The bond must be made payable to the State of Louisiana. The contract and dates of performance must be specified in the bond.

4.3.4 The original performance bond must be submitted to LDH within 30 days of contract approval by the Office of State Procurement. The original performance bond will have the raised engraved seal on the bond and on the Power of Attorney page. The Contractor must retain a photocopy of the performance bond.

4.3.5 Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating

Guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen (15) percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

4.4 Indemnification and Limitation of Liability

- 4.4.1 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.
- 4.4.2 The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless LDH 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 LDH. If applicable, Contractor will indemnify, defend and hold LDH 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 LDH 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 LDH 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, LDH 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.
- 4.4.3 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, Material or Service; 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.
- 4.4.4 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for LDH 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 LDH up to the dollar amount of the Contract.

- 4.4.5 For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, 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.
- 4.4.6 LDH 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.

4.5 Termination

4.5.1 Termination For Cause

- 4.5.1.1 LDH may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that LDH shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LDH may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.
- 4.5.1.2 Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LDH to comply with the terms and conditions of this contract provided that the Contractor shall give LDH written notice specifying LDH's failure and a reasonable opportunity for LDH to cure the defect.

4.5.2 Termination For Convenience

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

4.5.3 Termination For Non-Appropriation Of Funds

- 4.5.3.1 The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the

continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

4.6 Independent Assurances

- 4.6.1 The Contractor and/or subcontractors, as performing a key internal control, shall submit an independent SOC 2 Type II audit, in accordance with SSAE-18 standards, to ensure appropriate design and operating effectiveness of controls implemented to process enrollments and to submit enrollment data in accordance with the policies and procedures for the Louisiana Medicaid line of business. When required by LDH, the contractor shall provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV&V), and other internal project/program reviews and audits.
- 4.6.2 The audit firm will submit to LDH and/or the Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

Such audits shall be performed annually during the term of the contract, and according to Section 2.2.8.2. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to LDH. The cost of the audit is to be borne by the Contractor.

5 Glossary

Term	Definition
Abandonment rate	The percentage of inbound phone calls made to the customer service unit that are abandoned by the customer before speaking to an agent. It is calculated as abandoned calls divided by total inbound calls (in percent).
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
ANSI ASC X12 834	The standard adopted for electronic exchange of individual, subscriber, and dependent enrollment and maintenance information with health plans, either directly or through a vendor, such as a health care clearinghouse. In some instances, this transaction may be used also to exchange enrollment and maintenance information with healthcare providers or between health plans and healthcare providers.
Automatic Assignment	The process utilized to enroll a Medicaid beneficiary into a Managed Care Organization (MCO) using a predetermined algorithm who (1) is not excluded from MCO participation and (2) does not proactively select an MCO at the time of application.
Beneficiary	An individual who is eligible for Louisiana Medicaid. A beneficiary may receive Medicaid via fee-for-service and/or managed care.
Beneficiary Support System	System that provides support to beneficiaries both prior to and after enrollment in an MCO.
Bureau of Health Services Financing (BHSF)	The agency within the Louisiana Department of Health, Office of Management & Finance that is designated as Louisiana’s single state Medicaid agency to administer the Medicaid program.
Business Day	Monday, Tuesday, Wednesday, Thursday and Friday, excluding Louisiana State designated holidays.
Calendar Day	All seven (7) days of the week. Unless otherwise specified, the term “days” in this RFP refers to calendar days.
Can/Should/May	Denotes an allowable activity, but not a mandatory requirement.
Cause	Specified reasons that allow mandatorily enrolled MCO beneficiaries to change their MCO choice. Term may also be referred to as “good cause.”
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children’s Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
CHIP	Children’s Health Insurance Program created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP.
Choice Counseling	The provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among managed care plans and primary care providers. Choice counseling does not include making recommendations for or against enrollment into a specific managed care plan.
Complaint	Any communication an enrollee has in which displeasure is expressed.
Contractor	Any person having a contract with a governmental body; the selected proposer.
Corrective Action Plan (CAP)	A plan developed by the enrollment broker that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency.
Customer Service Unit	A component of the beneficiary support system physically located within the United States which is sufficiently staffed with customer service representatives who have adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care

	systems and any other covered programs, whose function is to provide enrollment services via telephone, computer, or other electronic means.
Department	The Louisiana Department of Health.
Disenrollment	Action taken by LDH or its designee to remove a Medicaid MCO enrollee from the MCO following the receipt and approval of a request for disenrollment, or a determination made by LDH or its designee that the enrollee is no longer eligible for Medicaid or enrollment in the MCO Program.
Enrollee	A Medicaid beneficiary who is currently enrolled in a managed care plan in the Louisiana Medicaid program. For marketing and education materials, or other informational materials provided to the enrollee, the term “member” may be used.
Enrollment	The process conducted by the enrollment broker by which a Medicaid or CHIP beneficiary becomes an enrollee of a MCO.
Enrollment Activities	Activities such as but not limited to distributing, collecting, and processing enrollment materials and taking enrollments by phone or in person.
Enrollment Broker	The State’s contracted agent that performs enrollment services.
Enrollment Services	Activities such as distributing, collecting, and processing enrollment materials and taking enrollments by phone, in person, or through electronic methods of communication, and choice counseling.
Grievance	An expression of dissatisfaction about any matter other than an adverse benefit determination. Examples of grievances include dissatisfaction with quality of care, quality of service, rudeness of a provider or a network employee, and network administration practices. Administrative grievances are generally those relating to dissatisfaction with the delivery of administrative services, coverage, and access to care.
Intermediate Sanction	As described in 42 CFR § 438.702 (a) The types of intermediate sanctions that a State may impose under this subpart include the following: (1) Civil money penalties in the amounts specified in §438.704. (2) Appointment of temporary management for an MCO as provided in §438.706. (3) Granting enrollees the right to terminate enrollment without cause and notifying the affected enrollees of their right to disenroll. (4) Suspension of all new enrollment, including default enrollment, after the date the Secretary or the State notifies the MCO of a determination of a violation of any requirement under sections 1903(m) or 1932 of the Act. (5) Suspension of payment for beneficiaries enrolled after the effective date of the sanction and until CMS or the State is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur. (b) State agencies retain authority to impose additional sanctions under State statutes or State regulations that address areas of noncompliance specified in §438.700, as well as additional areas of noncompliance. Nothing in this subpart prevents State agencies from exercising that authority.
Key Staff	Those persons having authority and/or responsibility for planning, directing and/or controlling the activities of the contractor’s entity either directly or indirectly.
Limited English proficient	Potential enrollees and enrollees who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English and may be eligible to receive language assistance.
Liquidated Damages	Monetary penalties that may be assessed whenever the Contractor and/or its subcontractors fails to achieve certain performance standards and other requirements defined in the terms and conditions of the RFP.

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Attachment B Statement of Work

Louisiana Department of Health (LDH)	The state department responsible for promoting and protecting health and ensuring access to medical, preventive and rehabilitative services for all citizens in the state of Louisiana. Also referred to as the Department.
Louisiana Medicaid State Plan	The binding written agreement between LDH and CMS which describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation.
Louisiana Medicaid Managed Care Program	Louisiana Medicaid managed care program is the way most of Louisiana's Medicaid and LaCHIP beneficiaries receive all health care services (acute, primary, behavioral health) except dental. The overriding goal is to encourage enrollees to own their own health and the health of their families. In Louisiana, Medicaid beneficiaries enroll in a health plan. These plans differ from one another in several ways, including their provider networks, referral policies, health management programs and extra services and incentives offered. Each of these plans is accountable to the Department of Health (LDH) and the State of Louisiana.
Managed Care Organization (MCO)	A private entity that contracts with LDH to provide core benefits and services to Louisiana Medicaid MCO program enrollees in exchange for a monthly prepaid capitated amount per member. The entity is regulated by the Louisiana Department of Insurance with respect to licensure and financial solvency, pursuant to La.R.S. 22:1016, but shall, solely with respect to its products and services offered pursuant to the Louisiana Medicaid program, be regulated by the Louisiana Department of Health.
Medicaid Eligibility Data System (MEDS)	The ADABAS Data System responsible for capturing, maintaining, and transmitting Medicaid eligibility. The MEDS system is vital to LDH to ensure established Medicaid eligibility is available for enrollees to receive services in a timely manner. The MEDS system is responsible for transmitting the Medicaid eligibility data to LDH's Fiscal Intermediary on a daily basis. This ensures that providers of Medicaid services can bill and receive payment for services performed.
Member	As it relates to this RFP, refers to a Medicaid enrollee. For marketing and education materials, or other informational materials provided to the enrollee, the term "member" may be used
Member Month	A calendar month of coverage for a Medicaid beneficiary who is enrolled in an MCO.
Must/Shall/Will	Denotes a mandatory requirement.
Occurrence	Each instance of a late, incorrect or deficient deliverable.
Open Enrollment	The period of time when an enrollee may change MCOs without cause (once every twelve months after initial enrollment).
Original	Denotes must be signed in ink.
Per Member Per Month (PMPM)	The per-member, per-month rate of payment paid to the enrollment broker by LDH for the provision of enrollment broker services. The PMPM shall be based on the total number of members included on a monthly reconciliation file.
Potential Enrollee	A Medicaid beneficiary who is subject to mandatory enrollment or who may voluntarily elect to enroll in a MCO, but is not yet an enrollee of a specific MCO.
Prevalent	A non-English language determined to be spoken by a significant number or percentage of potential enrollees and enrollees that are limited English proficient.
Procurement Library	A repository of manuals, statutes, rules and other reference materials referred to in this RFP available in electronic format and accessible at http://ldh.la.gov/index.cfm/page/2967
Proposer	Entity or company seeking a contract to provide stated deliverables and services identified within a RFP document.
Provider-beneficiary Relationship	An existing provider-beneficiary relationship is one in which the provider was a main source of Medicaid services for the beneficiary during the previous year. This may be established through State records of previous managed care enrollment or FFS experience, encounter data, or through contact with the beneficiary.

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Attachment B Statement of Work

Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
Readily accessible	Electronic information and services which comply with modern accessibility standards such as Section 508 guidelines, Section 504 of the Rehabilitation Act, and W3C's Web Content Accessibility Guidelines (WCAG) 2.0 AA and successor versions.
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
State	State of Louisiana
Subcontractor	Any entity that contracts directly with the Contractor for the performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.
TTY/TTD	Telephone Typewriter and Telecommunication Device for the Deaf, which allows for interpreter capability for deaf callers.
Validation	The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias and in accord with standards for data collection and analysis.
Vendor	Any entity that contracts with the primary contractor or another contractor to sell or furnish a specific good, product or merchandise, or supply a good or service to the public at large, for any of the work or service of a part of the principal contract, or with another contractor for the performance of a part of the principal contract.

**Enrollment Broker Service
Comparative and Research Analysis
Task Order Form**

Section 1: Task Order Submission Details

Item	Details
Task Order Number:	
Task Order Title:	
Submitted Date:	
Originator:	
Priority:	Select the estimated priority level of the requested change: <ul style="list-style-type: none"> <input type="checkbox"/> Critical – change is necessary to avoid potential project stoppage <input type="checkbox"/> High – change is necessary to avoid potential significant impact to the goals and objectives of the project <input type="checkbox"/> Medium – change is necessary to avoid potential impact to the operational efficiency of project execution <input type="checkbox"/> Low – change needs to be addressed, but the estimated impact to the project is minimal
Detailed Description:	
Alternatives:	
Review Date:	
Type of Task Order	<input type="checkbox"/> Fixed Hours <input type="checkbox"/> Actual Hours

Section 2: Task Order Impact Analysis

Task Order Hours & Rates

Resource Type	Rate	Hours	Total
MAXIMUS Labor			
Contracted Labor			
Total:			

Deliverables (If Applicable)

Deliverable Title	Description	Submission Date

State Responsibilities

If applicable, specify task(s) which will be supported by the State for this task order.

Task	Description

Section 3: Task Order Approval

Item	Details	
Approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Signature		
Project Director Name		
Date		