



**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

Vendor: Maximus Health Services, Inc.

Description: Enrollment broker services for managed care enrollees.

Approved By: Pamela Rice

Approval Date: 8/14/2018

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV: 2000353911

LDH: 061914

BHSF

Bureau of Health Services Financing

Agency # 305

AND

Maximus Health Services, Inc.

FOR

Interagency Personal Services Professional Services Consulting Services Social Services

RFP NUMBER (if applicable): 3000009473

| | | |
|---|--|---|
| 1) Contractor (Registered Legal Name) Maximus Health Services, Inc. | 5) Federal Employer Tax ID# or SSN# (11 digits) 54100058800 | State LDR Account # 3784980-002 |
| 2) Street Address 1891 Metro Center Drive | 6) Parish(es) Served ST | Statewide |
| City Reston | State VA | Zip Code 20190 |
| 7) License or Certification # | 8) Contractor Status | |
| 3) Telephone Number (703) 251-8500 | Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 4) Mailing Address (if different) | Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| City | State | Zip Code |
| | | |
| | For Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| | Publicly Traded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| | 8a) CFDA#(Federal Grant #) | |

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

Contractor will provide comprehensive enrollment services to Medicaid enrollees, 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.

| | |
|---|--|
| 10) Effective Date 08-01-2018 | 11) Termination Date 07-31-2021 |
| 12) Maximum Contract Amount \$15,056,123.00 | |
| 13) Amounts by Fiscal Year FY19-22: \$4,828,078; \$4,951,309; \$4,871,193; \$405,543 | |

14) **Terms of Payment**

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

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

| | | |
|--|--|-------------------------------------|
| PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: | First Name Michael | Last Name Boutte |
| | Title Medicaid Deputy Director | Phone Number 225-342-0327 |

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

Attachment A: HIPAA Addendum
Attachment B: Statement of Work

Exhibit 1: Resume
Exhibit 2: Board Resolution
Exhibit 3: Disclosure of Ownership
Exhibit 4: Out of State Justification
Exhibit 5: Multi Year Letter

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- Attachment:HIPAA Addendum
- Attachment:Standard Provisions
- Attachment:Special Provisions
- Attachment:Statement of Work
- Attachment:Fee Schedule
- Attachment:Budget
- Attachment:
- Exhibit:Board Resolution
- Exhibit:Disclosure of Ownership
- Exhibit:Multi Year Letter
- Exhibit:Late Letter
- Exhibit:Out of State Justification
- Exhibit:Certificate of Authority
- Exhibit:Resume
- Exhibit:License
- Exhibit:

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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

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

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

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

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

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

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

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

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

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

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

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

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
34. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

Maximus Health Services, Inc.

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

SIGNATURE DATE

Adam Polatnick

NAME

NAME

Secretary, Louisiana Department of Health or Designee



Vice President

TITLE

TITLE

Bureau of Health Services Financing

SIGNATURE DATE

Jen Steele

NAME

NAME

Medicaid Director

TITLE

TITLE

Bureau of Health Services Financing

LaGov# 2000353911

Addendum #1

Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Rev. 06/2016

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment A to the contract.

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

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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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| 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. |

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| 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

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| 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:

- 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.

2.2.7 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 |
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| 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. |
| 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. | 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. |

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| <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> |

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| <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> |
| <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> |

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| <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> |
| <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.</p> | <p>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.</p> |
| <p>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.</p> | <p>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.</p> |

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| 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. |

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

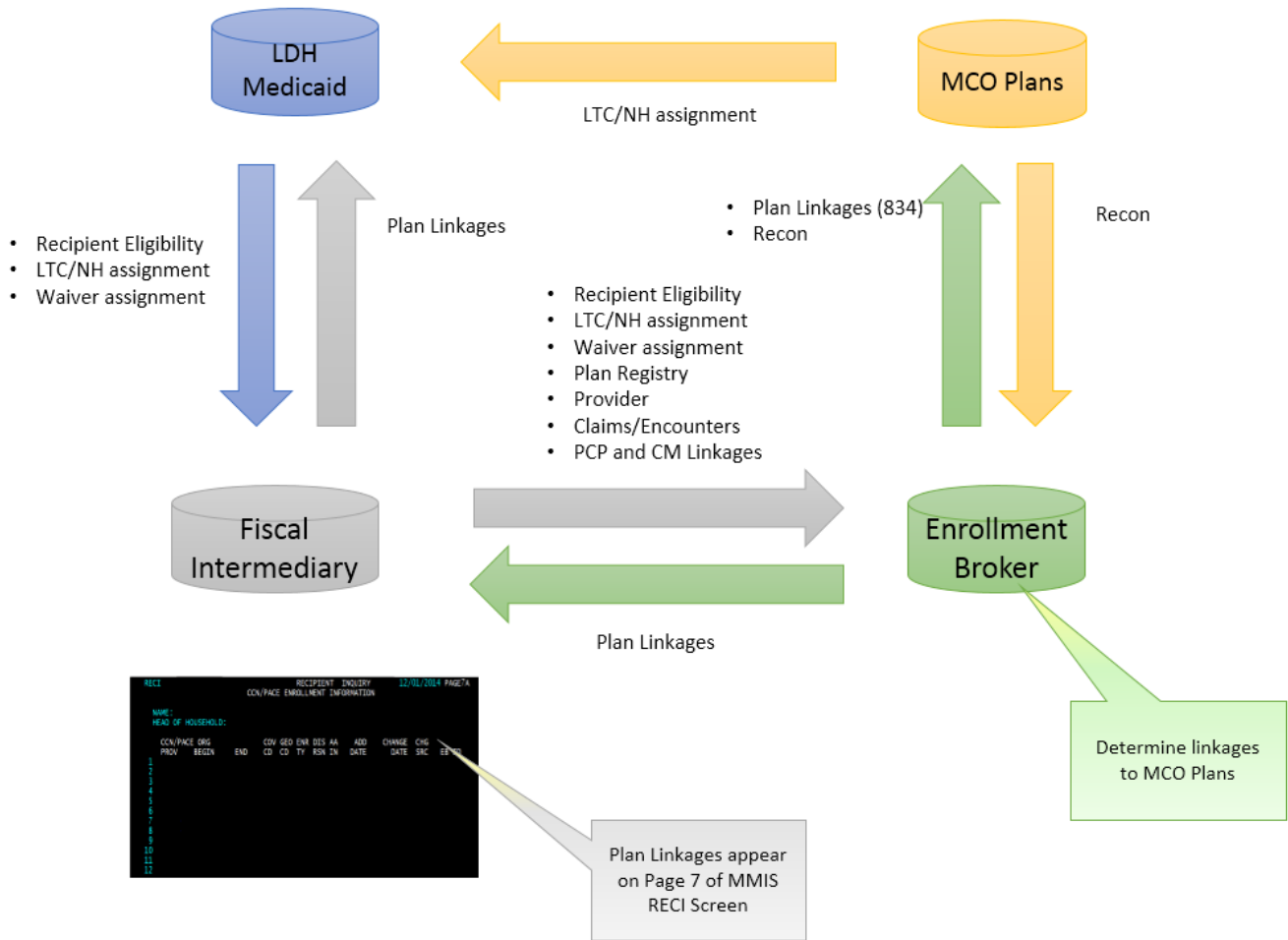
2.5.1 The Contractor shall implement and maintain internal controls, policies, and procedures that are designed to detect and prevent fraud, waste, and abuse.

- 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 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 |

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|-----------------------------------|---|
| | 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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| 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. |

| | |
|---|--|
| 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. |

Staff Resumes

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| | |
|---|------|
| Herren, Donna L. <i>Enrollment Broker Director</i> | 3-1 |
| Pierre, Adeline <i>Enrollment Services Deputy Director</i> | 3-5 |
| Hines, Jeffery R. <i>Information Technology Deputy Director</i> | 3-9 |
| Wright, Kathy E. <i>Beneficiary Support Services Deputy Director</i> | 3-13 |
| Bauer, Susan <i>Corporate Executive</i> | 3-17 |
| Sorden, Deborah <i>Account Executive</i> | 3-23 |
| Loewner, Samuel M. <i>Implementation Manager</i> | 3-27 |
| Bonney, Keith <i>Information Systems Manager</i> | 3-29 |
| Marshall, Tadarrio L. <i>Systems Analyst</i> | 3-35 |
| White, Tera <i>Finance Manager</i> | 3-37 |
| Mukthar, Ahamad <i>Senior Business Analyst</i> | 3-41 |
| Robinson, Octavius O. <i>Quality Assurance/Training Manager</i> | 3-43 |
| Joyner, Gwyneth M. <i>Human Capital Director</i> | 3-45 |
| Greenhill, Allisa <i>Human Capital Manager</i> | 3-47 |



DONNA L. HERREN
Enrollment Broker Director

| <i>*Exceeds Requirement</i> | Job Title | Years Performed |
|--|--|-----------------|
| At least six (6) years of experience in managing a similar project of equal or greater scope | MAXIMUS, Enrollment Broker Director (Louisiana EB Project) | 1 |
| | Magellan Health, Sr. Manager (Coordinated System of Care) | 4 |
| | Magellan Health, Director (Coordinated System of Care) | 2 |
| TOTAL | | 7 |

Qualifications

- 25 years of professional experience in health care arena, with clinical knowledge and managed care proficiency
- Proven record of success in administration of Louisiana-based programs and regulatory requirements
- Expertise in Medicaid with significant experience managing customer service centers on the state level
- Transformational change leadership to actively pursue creative ideas/innovations to improve overall project efficiencies and productivity
- Strong management skills demonstrated through successful direction of 62 department staff who consistently meet or exceed quality standards
- Process and regulatory compliance
- Team leadership and collaboration
- Continuous process improvement
- Resource recruitment and training
- Provider/stakeholder relations
- Strategic planning and risk management
- State and national level workshop/seminar presenter

Experience

Project Manager, Louisiana Enrollment Broker, MAXIMUS, Health East Division

2017 – Present

- Ensures best practices are institutionalized and followed for all activities impacting the Louisiana Enrollment Broker (LA EB) project
- Serves as a direct liaison with the client on complex projects and initiatives and ensures the level of service is consistent with MAXIMUS core business practices
- Acts as innovative change agent with strong transformation, turnaround, and growth leadership. Builds and optimizes organizational structures, estimating systems and processes to reduce cost, increase quality, ensure compliance, and strengthen financial performance
- Monitors and oversees LA EB project processes to ensure compliance with all applicable requirements of the contract as well as state and federal regulations and that project goals and practices comply with MAXIMUS standards and procedures

- Assists with the development of performance goals and objectives for the project, monitors the achievement of those goals, and delivers status reports as required
- Establishes measures and achieves performance objectives within department sub-processes through the use of a Management Operation System (MOS), which includes quality assurance (QA), and ensures that supervisors manage to the same MOS, providing feedback and conducting effective performance reviews with their team members
- Manages the integration of vendor tasks and tracks and reviews vendor deliverables

**Senior Manager, CSoc Program Development and Quality Assurance,
Magellan Health, Coordinated System of Care (CSoc),
Baton Rouge, Louisiana**

2013 – 2017

- Led statewide program evaluation and outcomes initiatives needed for continuous quality improvement and management
- Trained provider agency's leadership and quality improvement managers on data collection, tracking, data analysis, and reporting outcomes for the statewide program
- Led program reporting and produced all reporting packages to appropriate entities, including the State
- Built collaborative relationships with internal partners for constructing assistive data tracking tools and training materials/mediums and then outreached external partners for feedback and to finalize protocols
- Member and presenter at numerous state and local level committees for quality assurance, compliance and program evaluations. Presented and defended program outcomes to DHH, OBH, OJJ, DCFS and Community leadership
- Maintained knowledge of national and regional trends and developments related to System of Care, the National Wraparound Initiative and the Child and Adolescent Needs and Strengths Assessment Tool (CANS) and recovery and resiliency

**Director, Statewide CSoc Program, Magellan Health,
Coordinated System of Care (CSoc), Baton Rouge Louisiana**

2011 – 2013

- Led team in planning, development, and implementation of the CSoc, statewide signature program for the Louisiana Behavioral Health Partnership (LBHP), a transformational system of care for Medicaid and non-Medicaid adults and children who require specialized behavioral health services. CSoc specifically serves children and youth with serious emotional disturbances and behavioral health challenges and are at greatest risk for out of home placement
- Recruited, trained, and retained a highly skilled team of CSoc and Wraparound coordinators. Managed department of subject matter experts and clinicians to oversee the CSoc statewide program. Trained team and providers on complex federal waivers, State plan amendment plans, developed work flows that built collaboration between the CSoc department and other internal departments in care management and external stakeholders and providers, and to identify and eliminate statewide systemic and programmatic barriers for the children and youth served. Central point of contact for Wraparound agencies and related providers for program management, service delivery and functioning, support and training

- Collaborated with State agencies: LDH, Office of Behavioral Health, Department of Education, Office of Juvenile Justice and the Department of Children and Family Services (DCFS). Developed CSoC program to meet the needs of the target population ages 0-21 and the expansion of evidence-based practices and the Wraparound philosophy that support youth and family driven care. Provided leadership of cross-departmental interdisciplinary team members that shaped system and program philosophy
- Guided provider relations by developing working relationships with providers, supporting a caring culture and facilitating communications. Facilitated meetings, webinars, and forums in community; educating and supporting providers and promoting a positive perception of managed care. Resolved process, authorization, and operational issues

**Clinical Trainer/Consultant/Program Development, Parenting Center,
Family Services of Greater Baton Rouge, Baton Rouge, Louisiana 2002 – 2012**

- Trained agency caregivers/legal guardians on childhood development and behavior management strategies: social skills, anger management, understanding and caring for children/youth with serious emotional/behavioral challenges, learning differences, identifying child neglect and physical or emotional abuse, and effectively parenting through life transitions—divorce process, crisis, etc. Consultant for agency professional staff delivering evidence-informed models that support the child, youth, and family consistent with their needs

**Director of Wellness Program and Upper School Counselor,
Episcopal High School, Baton Rouge, Louisiana 2002 – 2011**

- Designed and implemented wellness educational and training programs for youth empowerment, leadership training, substance abuse prevention, and peer mentoring
- Lead clinician for adolescents in high school. Extensive experience counseling youth on conflict resolution, coping strategies, behavioral and emotional struggles, family of origin issues, anti-bullying, and social skills development
- Oversaw faculty Advisory Board. Supervised master's level social workers pursuing licensure. Member of numerous administrative and faculty committees

Director, Summer Programs, KIDCAM, LLC, Baton Rouge, Louisiana 2010 – 2011

- Recruited, hired, trained and supervised more than 40 professionals and para-professionals for delivery of youth guided summer program
- Oversight of operations, service delivery of “best child care practices” and continuous quality improvements
- Developed and implemented policy and procedures for age and developmentally appropriate children and youth
- Managed budget and inventory

**Clinical Social Worker and Case Manager, Our Lady of the
Lake Regional Medical Center, Baton Rouge, Louisiana 1993 – 2002**

- Licensed Social Worker for Pediatric Intensive Care (birth-18), Pediatric, Cardiology, and Surgical Units. Provided crisis, bereavement, and trauma informed counseling to children/youth and their families who were newly diagnosed, chronically or terminally ill, victims of child abuse/neglect and/or significant trauma

- Collaborated with Office of Community Services (OCS), Office of Citizens with Developmental Disabilities (OCDD), DCFS to promote expansion of evidence based programs/services
- Facilitated strategic planning teams and oversight of community outreach programs that increased community awareness of children and youth's behavioral and emotional health needs and identified appropriate supportive community based services
- Developed and facilitated support groups for children/youth with chronic and terminal diagnosis

Clinical Social Worker and Case Manager, Lafayette General Medical Center, Lafayette, Louisiana

1992 – 1993

- Licensed Clinical Social Worker for Emergency Room trauma victims and their families
- Conducted psychiatric assessments and provided mental health and crisis intervention counseling to children/youth and families
- Conducted case management/resource management services and a member of many hospital administrative committees

Education

- Master of Social Work (M.S.W.), Louisiana State University, Baton Rouge, Louisiana, 1992
 - Concentration in Child and Family Counseling, Child Welfare and Advocacy. Courses in Diagnostic and Statistical Analysis of Child, Adolescent and Adult Behavioral and Mental Health Disorders, Individual and Group Therapy Practice Models, Independent Practice Models, Crisis and Trauma Interventions. Internships in Medical and Correctional Institutions with Children and Families
- Bachelor of Science (B.S), Psychology, Louisiana State University, Baton Rouge, Louisiana, 1989
 - Concentration in Human Development, Mental Health Theories and Psychiatric Disorders. Courses in Psychology, Sociology, and Human Development

Certifications/Licenses/Special Skills

- Licensed Clinical Social Worker, LCSW #4309
- Board Approved Clinical Supervisor, BACS
- Academy of Clinical Social Workers, ACSW
- Certified School Social Work Specialist, C-SSWS
- Mental Health First Aid certified
- Applied Suicide Intervention Skills (ASIST) trained
- Avaya Automated Call Distribution system
- CSI Interactive Voice Response System
- NICE IEX Workforce Management System
- Microsoft Office Suite



ADELINE PIERRE, ESQ.
Enrollment Services Deputy Director

| <i>*Exceeds Requirement</i> | Job Title | Years Performed |
|---|---|-----------------|
| At least five (5) years of experience in managing a technical benefit enrollment and maintenance information project of equal or greater scope | MAXIMUS, Contracts and Risk Manager (Healthy Louisiana) | 6 |
| | MAXIMUS, Project Manager (New Hampshire Care Management Call Center) | 4 |
| | MAXIMUS, Transition Call Center Manager (South Carolina Healthy Connection Choices) | 1 |
| <i>*** Note: only 6 total years of experience since the New Hampshire and South Carolina experiences occurred simultaneously with the Contracts and Risk Manager (Healthy Louisiana) position</i> | | 6 |

Qualifications

- Twenty years of government purchasing and contract management in public health and human services sector
- Project leadership and administration
- Contract management and negotiation
- Cost containment and cost reduction
- Legal research, consultation and memoranda preparation
- Budget and financial management
- Government client relations
- Strategic planning and project Implementation
- Operational strategies and needs assessment
- Staff training and performance management

Experience

Contracts and Risks Manager, MAXIMUS, Healthy Louisiana (2011 – Present); Georgia Families (2008 – Present); New Hampshire Care Management (2012 – Present); South Carolina Healthy Connections Choices (2008 – 2012); and New York Child Health Plus (2010 – 2012): **2008 – Present**

- Oversees contract administration, quality management, and risk on contractual requirements
- Monitors contract and subcontract lifecycles to determine necessity for amendments or contract revisions
- Participates in negotiations and implementation of contract amendments for Georgia, Louisiana, New Hampshire, and South Carolina projects
- Contributes to multiple training initiatives, including development of training plans and materials and delivering training for the staff at our Atlanta office
- Monitors contract and subcontract performance for compliance with contractual terms and conditions and ensures that contracts are in accordance with specifications, corporate policy, and state and federal laws and regulations
- Prepares and reviews bid proposals, developing specifications and statement of works for the purchase of goods and services for projects

- Drafts and negotiates subcontract agreements, consulting agreements, and non-disclosure agreements in compliance with corporate policies and procedures
- Reviews miscellaneous contracts as needed, including office leases, consulting agreements, memorandum of understanding, non-disclosure agreements and other contract documents as needed
- Prepares and analyzes regular formal reports of contract activities, including recurring project status reports for delivery to state clients
- Performs special analysis, study, or legal research as requested by the Project Director
- Handles the issuance of surety bonds and insurance certificates as needed for all projects
- Contributes to the development and achievement of operational plans for the projects
- Stays informed of policy and legislative and regulatory changes related to Medicaid
- Oversees mail house subcontractor in the development and modifications of program materials and the mailings for the projects
- Oversees the Quality Assurance operations for the projects that includes planning, implementing, monitoring, and reporting on quality functions
- Manages the quality management system (QMS) in place to document, monitor, and resolve issues, to ensure the project maintains ISO and Perdue Certifications
- Supervises the development of policies and procedures to identify, measure, control, and improve performance and ensure contractual requirements for each project are being met
- Coordinates the ongoing updates and improvements to project Knowledge Management System to ensure information/knowledge resources can be readily accessed and easily retrieved
- Oversees the Customer Satisfaction survey process for the projects
- Prepares reports and briefings for regular Management review meetings with the Project Director and Senior Management staff to provide updates on all issues regarding quality functions

Project Manager, New Hampshire Care Management Call Center, MAXIMUS 2012 – 2016

- Led the successful implementation of the New Hampshire Care Management project
- Oversaw and coordinated the implementation of the project's enrollment call center and continued to serve as the Project Manager

Transition Call Center Manager, South Carolina Healthy Connection Choices, MAXIMUS

2011– 2012

- Served as the Call Center Manager during the transition of the South Carolina Healthy Connection Choices project

Associate City Attorney, City of Atlanta

2007 – 2008

- Provided sound legal advice and representation to the Mayor's office, City Council, and other City officials and departments in civil matters regarding the City of Atlanta

Procurement Project Manager, Administrative Office of the Trial Court, Boston, Massachusetts

1993 – 2007

- Provided leadership over the planning, purchasing, and implementation for a broad range of state-funded projects

Education

- Juris Doctor, Suffolk University Law School, Boston, Massachusetts
- Bachelor of Arts (B.A.), University of Massachusetts, Boston, Massachusetts

Certifications/Licenses/Special Skills

- Georgia State Bar Association, Member
- Massachusetts State Bar Association, Member
- American Bar Association, Member
- Golden Key International Honor Society, Member
- Microsoft Office Suite
- CSI Interactive Voice Response (IVR)
- NICE IEX Workforce Management System
- Avaya Automated Call Distribution System (ACD)
- MAX Quality System
- Visio

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JEFFERY R. HINES
Information Technology Deputy Director

| *Exceeds Requirement | Job Title | Years Performed |
|---|--|-----------------|
| At least five (5) years of experience in managing an information technology project of equal or greater scope | MAXIMUS, Director, Information Systems | 12 |
| | Columbian Chemicals Company, Manager | 2 |
| | Coca-Cola, Manager | 4 |
| | Ernst & Young, Project Manager | 4 |
| TOTAL | | 22 |

Qualifications

- More than 25 years of IT and management experience, including 12 years managing large scale, complex healthcare systems
- Proven track record in hardware and software system implementations
- Strategic planning and process improvement for increased efficiencies
- Reorganizations, restructuring, consolidations, and transitions
- Help desk operations/call center
- Technology and performance measurement, SLAs, and reporting
- HIPAA and security requirements compliance
- Outsourced IT functions and third party service provider negotiations
- Global IT operations
- Budgeting and financial controls
- Audit and regulatory compliance
- Resource allocation

Experience

Information Technology Director, MAXIMUS, Healthy Louisiana, Atlanta, Georgia

2011 – Present

- Manages technical infrastructure implementation of project characterized by cross-functional management of vendors, telecommunications, networking, security, and development teams. Technology implemented includes:
 - MAXeb
 - Telecommunications infrastructure, including call routing and performance reporting; IVR customer self-service portal
 - Web self-service member portal
- Manages ongoing technical infrastructure and systems development teams
- Responsible for management of internal and third party service providers and developing associated SLAs
- Implements quality control processes to decrease defects
- Manages and allocates development team resources based on client prioritization and feedback
- Systems development budgetary planning and management

**Director, Information Technology, MAXIMUS, Georgia Families,
Atlanta, Georgia****2005 – Present**

- Managed the technical startup project for the Georgia Families initiative including coordination of internal staff, corporate IT staff, and third party service providers
- Implemented a process to identify, prioritize, and implement system and application changes
- Oversaw the management of internal and third party service providers and developing associated SLAs
- Developed and implemented an auditing process to insure the Georgia Families project complies with HIPAA information security requirements
- Designed and developed an EDI data exchange process with state fiscal agent and partners

**Manager, Application Services, Columbian Chemicals Company,
Marietta, Georgia****2003 – 2005**

- Managed a staff of 15 US and international associates and a departmental budget of 6 million dollars for Columbian Chemicals, a global provider of carbon black additives for rubber, plastic, and liquid products whose customers included Goodyear, Firestone, Michelin, and Toyota
- Reorganized team reporting and responsibility structure that increased alignment with business goals while lowering headcount by seven
- Implemented a team management, scorecard, prioritization and review process that increased departmental performance and metric scores from 88 percent to over 97 percent
- Implemented Sarbanes-Oxley testing and reporting controls in conjunction with parent company senior IT management team and audit committee
- Implemented an internal auditing program that reduced audits points by 75 percent over a 2-year period
- Implemented a server virtualization program that consolidated 50 servers to 8, which lowered maintenance, cooling, and power costs over 70 percent
- Implemented team training and incentive programs that increased associated engagement survey scores over 25 percent
- Implemented a program of competitive bidding and reverse auctions that lowered technology acquisition costs over 25 percent
- Negotiated revised SLAs with outsourcing providers that lowered costs over 15 percent while increasing end user satisfaction 30 percent
- Implemented a wide area network monitoring and reporting system that increased uptime for business critical applications from 95 percent to 99.97 percent

**Manager, Computing Systems and Applications, Coca-Cola USA Fountain,
Atlanta, Georgia****1999 – 2003**

- Managed a computing systems development and support group of 20 associates for a 1,000 seat call center that processed 15 million customer contacts per year
- Implemented a standardized hardware, software and operating system and software platform that lowered total cost of ownership by 30 percent
- Implemented a process improvement plan to in-source software and hardware support that saved \$1 million in operating expenses

- Improved a performance reporting system to consolidate performance data from 7 disparate systems that saved over \$250,000 annually
- Developed a customer behavior analysis web site that was instrumental in starting a new line of business worth over \$3 million in annual revenue

Internal Business Consultant, Coca-Cola USA Fountain, Atlanta, Georgia 1997 – 1999

- Identified opportunities for process improvements, facilitating business requirements meetings, performing cost/benefit analysis, designing systems, and leading projects for call center business units
- Designed and implemented a CRM/order management system that increased customer satisfaction 30 percent, decreased phone agent handle time by 15 percent, and saved over \$1 million in annual operating costs
- Designed and developed a Computer Telephony Integration (CTI) system that decreased phone agent handle time by 20 percent and reduced headcount by fifteen associates
- Developed an online training and testing system that reduced data coding errors 90 percent and reduced annual training costs over \$100,000
- Developed an intranet site to report real time performance data that increased manager productivity by 20 percent and increased business unit performance by 10 percent

Information Technology Principal, Coca-Cola USA Fountain, Atlanta, Georgia 1992 – 1997

- Designed and developed systems, managed project and support staff, and responsible for operational management of systems in support of a call center
- Developed a service work order dispatching system that reduced invoice cycle time by 60 percent and reduced work order dispatch time 90 percent
- Led a cross-functional team that developed a system to exchange service, financial, and customer data that saved over \$2 million in annual operating costs
- Managed a team of 15 development and support analysts that achieved a 99.7 percent on time completion rate for support tasks and project milestones
- Implemented a program to solicit business and process improvement ideas from technical staff in order to develop team communications and influencing skills. Projects from this program save the company approximately \$500,000 in operating costs over a 3-year period

Information Technology Consultant and Project Manager, Cap Gemini Ernst & Young, Atlanta, Georgia 1988 – 1992

- Served as lead business/technical analyst of a team of 10 consultants that converted a System/36 auto dealership management system to a native AS/500 application for a national chain of auto dealers
- Lead programmer/analyst under contract to a major computer company to development distribution industry applications
- Lead quality assurance analyst under contract to a major computer company to develop unit system and regression testing procedures for distribution industry applications

Education

- Bachelor in Business Administration (B.B.A.), Georgia State University, Atlanta, Georgia

Certifications/Licenses/Special Skills

- Effective Meeting Facilitation
- Finance for IT Managers
- Managing Multiple Projects
- Workplace Diversity
- Managing for Performance
- Coaching and Feedback
- Effective Audit Procedures
- Linux and Unix
- Sun Solaris
- Avaya
- Call Pilot
- IVR
- TelStrat
- JAVA
- SQL
- Oracle
- Microsoft Office Suite
- Visio



KATHY E. WRIGHT

Beneficiary Support Services Deputy Director

| *Exceeds Requirement | Job Title | Years Performed |
|---|--|-----------------|
| At least five (5) years of experience in managing an enrollee relations project of equal or greater scope | MAXIMUS, Program Manager (Louisiana EB Project) | 6 |
| | MAXIMUS, Program Manager (South Carolina EB Project) | 4.5 |
| TOTAL | | 10.5 |

Qualifications

- More than eighteen years of management experience in human and social services sector including operations and program management, training, policy and procedure development, and customer service
- Demonstrated track record of meeting and/or exceeding Healthy Louisiana standards
- Proven ability to supervise and motivate call center operations
- Certified ISO 9001:2000 Internal Auditor
- Ability to hire, train, and retain staff
- Long term, established relationships with program stakeholders
- Six Sigma Green Belt Training

Experience

Deputy Project Director/Call Center Manager, MAXIMUS, Louisiana Enrollment Broker Project, Atlanta, Georgia Nov 2011 – Present

- Supervises and manages the Enrollment Center staff in two office locations, which includes Call Center Agents and Mailroom Imaging Specialist
- Produces and analyzes daily, weekly, and monthly reports pertaining to unit performance
- Oversees the quality and timeliness of contractually required reports and deliverables
- Monitors inquiries received from the client for appropriate and timely responses
- Develops, modifies, and implements project policies and procedures
- Ensures staff members are appropriately trained and processes are working to meet contractual requirements
- Creates and maintains an environment that motivates high performance

Enrollment Center Manager, MAXIMUS, South Carolina Enrollment Broker Project, Atlanta, Georgia May 2007 – Nov 2011

- Managed a staff of 3 Lead Enrollment Counselors, 30 Enrollment Counselors, and a Mailroom Imaging Specialist
- Produced daily reports pertaining to unit performance

- Ensured compliance of contractual requirements for call center service level requirements, scanning and processing enrollment forms
- Assisted with policy development and implementation

**Enrollment Supervisor, MAXIMUS, Georgia Enrollment Broker Project,
Atlanta, Georgia**

Oct 2005 – May 2007

- Managed staff of 4 Lead Enrollment Counselors and 40 Enrollment Counselors
- Responsible for monitoring production of the mailroom, enrollment processing, and call center staff for compliance with contractual requirements
- Produced daily reports pertaining to unit performance
- Assisted with policy development and implementation
- Provided on-site mentorship support to the Texas Enrollment Broker Project (San Antonio office) to share best practices

**Operations Manager, MAXIMUS, Metro-Atlanta Child Support Enforcement
Project, Fulton County, Georgia**

Jun 2000 – Sep 2005

- Responsible for gathering, maintaining, and analyzing statistical data related to office performance such as collections, paternity establishment, service of process rates, and other productivity data to ensure all federal, state, and contractual time frames were met
- Responsible for the day-to-day activities of the office including recruitment and training
- Monitored the quality of service provided and the productivity of the staff
- Worked closely with the Project Manager to establish and maintain relationships with judges, clerks, state administrators, and other community agencies
- Financially responsible for ensuring optimal budget management for the office
- Managed staff of 3 supervisors, 3 leads, 40 case workers, 3 team assistants, and a receptionist

**Enforcement Supervisor, MAXIMUS, Metro-Atlanta Child Support
Enforcement Project, Cobb County, Georgia**

Sep 1999 – Jun 2000

- Responsible for establishing and monitoring individual and team goals and ensuring compliance of federal and state guidelines
- Provided guidance to the enforcement specialists regarding child support policy and procedures
- Assisted in handling difficult cases
- Trained and monitored for quality assurance
- Supervised staff of five case workers and one team assistant

**Operations Manager, MAXIMUS, Metro-Atlanta Child Support Enforcement
Project, Fulton County, Georgia**

Jul 1998 – Sep 1999

- Responsible for ensuring cases were processed through the legal system to establish and enforce child support orders
- Monitored inquiries received from the Child Support Enforcement Director's Public Relations Office and other third party inquiries
- Supervised staff of five cases worker and two Team Assistants

Education

- Bachelor of Arts (B.A), Psychology, Spelman College, 1985
- Paralegal Certification, Litigation Specialty, National Center for Paralegal Training, 1991

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SUSAN BAUER
Corporate Executive

Qualifications

- More than 26 years of health and human services government program experience
- 21 years of senior level operational management experience
- Extensive experience supporting the implementation and ongoing operations of operational projects serving government health care programs including Medicaid, Medicaid home and community-based waiver services, duals demonstration, premium assistance, pharmacy, Children's Health Insurance Program (CHIP), state health care reform initiatives, and state-based marketplaces delivering services outlined by the Affordable Care Act

Experience

Regional Vice President/Director, MAXIMUS Health Services, Inc., Virginia EBES and Commonwealth Coordinated Care

2003 – Present

Serves as the Regional Vice President/Director for the Virginia Enrollment Broker and Education Services (EBES) project since 2003 and Commonwealth Coordinated Care (CCC) since 2013. Led the EBES implementation effort between 2002 and 2003, achieving a seamless transition of services from an incumbent vendor to MAXIMUS in approximately two months. Project operations include HelpLine and managed care enrollment services for over one million consumers in the Commonwealth of Virginia. The initial project model included overflow call center support to offer a cost-effective solution in response to large spikes in call volume during open enrollment mailings. Key project milestones include:

- Successful statewide managed care expansion effort in 2012
- In late 2013, the project scope was again expanded to include enrollment broker and education services for the CCC Program, Virginia's Duals Demonstration Project
- Working closely with both the Department and the Centers for Medicare & Medicaid Services (CMS) officials, CCC operations began in March 2014 in accordance with state and federal timelines

Project Director, Vermont Health Connect (VHC) and Green Mountain Care (GMC) Customer Support Center, MAXIMUS

2013 – Present

Serves as the Project Director for the VHC and GMC Customer Support Center since inception. She served as the overall Director of the project implementation and worked closely with State of Vermont officials, the MAXIMUS Implementation Manager, the MAXIMUS and State of Vermont implementation teams, and Vermont project team to ensure the start-up effort achieved all timelines and deliverables while continuing to provide outstanding service for consumers served by the ongoing Vermont Health Access Member Services project throughout the implementation period. Throughout the implementation and initial launch of VHC, Ms. Bauer worked closely with the State of Vermont to devise innovative solutions to respond to rapidly

changing policies and systems and to adapt operations to best serve the needs of Vermonters. As the result of these combined efforts, the Vermont state-based marketplace achieved the highest per capita enrollment rate in the nation during the initial Affordable Care Act (ACA) open enrollment period. Ms. Bauer remains closely engaged with all aspects of Vermont operations and provides regular oversight and guidance for the Project Manager and project team and frequently communicates with state officials and key stakeholders to ensure the timely completion of deliverables and ensure adherence to contractual and internal project goals.

Vice President/Regional Director, Pennsylvania Independent Enrollment Broker, MAXIMUS

2010 – Present

Serves as the Vice President/Regional Director for the Pennsylvania Independent Enrollment Broker project. She served as the Implementation Director, overseeing all aspects of the implementation effort, to establish a conflict-free, consistent, and streamlined process to assist individuals with disabilities seeking Medicaid waiver services navigate a complex application and enrollment process. The project assists consumers through all aspects of the functional and financial eligibility process. Services provided include a centralized statewide consumer HelpLine, mailroom and administrative support, vigorous quality control and quality assurance protocols, data entry and plan submission into the state HCSIS system, and detailed monitoring and reporting of all phases of the application process. The project maintains a statewide network of field-based Enrollment Brokers that conduct in-home intakes and assessments and offer assistance and support for Medicaid waiver program applicants. The project works closely with State partners and key stakeholders to continuously improve the services we provide to consumers and has been awarded all option year extensions.

Vice President/Regional Director, Pennsylvania Enrollment Assistance Program, MAXIMUS

2009 – Present

Serves as the Vice President/Regional Director for the Pennsylvania Enrollment Assistance Program. She served as the Implementation Director, ensuring that all timelines and deliverables were successfully met and achieved a seamless transition of services from the previous contractor. The project serves over 1.8 million consumers statewide. The project supported the statewide expansion of managed care services, transitioning consumers from the Primary Care Case Management program, known as AccessPlus, to fully capitated managed care. To support this effort in a way that controlled costs for the State, while delivering a high level of service, the project utilized temporary overflow call center support from the MAXIMUS site in Atlanta, Georgia and achieved all project milestones and goals. In the fall of 2014, the project implemented the Healthy PA, Private Coverage Option (PCO) Program which expanded enrollment to up to 600,000 additional consumers. In 2015, the project again modified operations and systems to support the transition from the PCO program to a traditional Medicaid expansion, transitioning approximately 200,000 enrollees from PCO to Medicaid while continuing to support education and enrollment efforts for new enrollees

Project Director/Project Manager, Vermont Benefits Counseling Services Project/Health Access Member Services Project, MAXIMUS

1996 – 2013

Served as the Project Director for our longstanding Vermont project from 2005 until 2013. She provided executive leadership and support for the Project Manager and maintained overall corporate responsibility for project operations and performance. Ms. Bauer successfully administered the contract, including multiple successful competitive procurements and expansions in scope. Ms. Bauer worked closely with State officials to seek innovative solutions

to support emerging needs and requirements in a way that ensured seamless and outstanding service for Vermonters. This included significant efforts to guide and assist Vermont pharmacy program consumers during the implementation of Medicare Part D and the launch and ongoing support for the State of Vermont's statewide GMC health care reform effort.

As the Project Manager from 1996 to 2005, Ms. Bauer directly managed the implementation and ongoing administration of our managed care enrollment and member services contract. During her tenure she accomplished several important milestones to assist the State of Vermont in making the shift toward primary preventative care and away from the traditional fee-for-service system. Key accomplishments included:

- Design and implementation of a consumer outreach and mail campaign that resulted in consistent voluntary selection rates of nearly 90 percent
- Protocols to increase the identification of third-party liability insurance reducing costs for the State
- Design and implementation of a field outreach plan to provide face-to-face benefits counseling services throughout the State of Vermont
- Design, development, and implementation of a modified program model in order to effectively assist and enroll persons with disabilities into the managed care program

During this period, Ms. Bauer successfully led three proposal efforts resulting in successful contract renewals and multiple extensions and expansion efforts including the establishment of a centralized statewide member services call center for all participants of State of Vermont healthcare programs and the development, implementation, and operation of a special initiative to support federally mandated citizenship and identity functions for the State to ensure the successful adherence to all federal mandates and timelines.

Vice President/Contract Leader, MassHealth Customer Services, MAXIMUS 2005 – 2008

Served as the Vice President/Contract Leader of our Massachusetts project. The project served over 1.2 million MassHealth members and 20,000 MassHealth providers statewide, handling over 1.5 million calls and 40 million provider claims annually. Services provided through this contract included all member and provider customer support services, provider credentialing and enrollment, provider recredentialing, provider outreach, member managed care enrollment, administration for statewide MassHealth transportation services, and many special initiatives to assist state officials in adhering to emerging mandates and needs such as the migration to the federally mandated National Provider Identification (NPI) number in 2007. During her tenure, Ms. Bauer worked closely with MassHealth officials to implement numerous expansions and enhancements to better serve members and providers, including a program to centrally triage calls for all MassHealth Enrollment Centers, increasing efficiency and reducing overall call volumes and costs for the Commonwealth. Ms. Bauer led the effort to migrate MassHealth/Children's Medical Security Program (CMSP) premium billing and collection operations from MassHealth to MAXIMUS. She managed the implementation of this successful initiative, which led to streamlined operations and services for consumers and increased collections for the Commonwealth. In addition, Ms. Bauer worked closely with MassHealth to support emerging needs and adapt program operations to support additional call volume, enrollment services, and customer services support for the statewide health care reform effort in Massachusetts. Under her leadership, the project quickly implemented an expansion to serve as the customer services and enrollment contractor for Commonwealth Care to ensure the

Commonwealth adhered to all legislative requirements and timelines in a two-month period and ensured high quality services for Massachusetts residents.

Vice President, Center for Health Literacy, MAXIMUS **2001 – 2008**

Served as the Vice President overseeing the MAXIMUS Center for Health Literacy (the Center). The Center is staffed by nationally recognized experts in the areas of health literacy, website design, knowledge management, and adapted translation services. The Center provides expert support for most MAXIMUS projects and a variety of external consumers, including CMS. During Ms. Bauer's leadership, the Center achieved several important milestones and awards for the outstanding products and services they provide in the field of health literacy.

Project Director, Massachusetts Health Benefits Management Project, MAXIMUS **2001 – 2005**

Served as the Project Director for the Massachusetts Health Benefits Manager Project. In her role as Project Director, she provided support for the onsite Project Manager and was responsible for overall oversight to ensure adherence to all operational and contractual goals. The project served over 900,000 MassHealth members in the areas of Medicaid Managed Care enrollment broker services, administration of statewide Medicaid transportation services, and member services for all MassHealth consumers. Member Services included eligibility support services, billing issue resolution, covered services support, intake and coordination of requests for fair hearings and appeals, and application and enrollment support services.

Project Director, Vermont Consumer-Directed Personal Care Attendant (PCA) for Children Project, MAXIMUS **2001 – 2004**

Served as the Project Director for the Vermont Consumer-Directed PCA Services for Children Project. The project model included the utilization of Registered Nurses, Physical Therapists, and Social Work professionals to provide education and assistance to consumers seeking to self-direct PCA services for children with special health care needs. Project responsibilities included conducting initial and ongoing home visits, six-month eligibility reassessments, creating care plans for services, and conducting regular quality assurance checks. The project saved considerable funds for the State of Vermont over the previous model and greatly improved access to PCA services for children.

Professional History:

- MAXIMUS, Vice President, Health Services East, Reston, Virginia, 2001 – Present
- MAXIMUS, Project Director, Health Services, McLean, Virginia, 1996 – 2001
- Foundation Health Federal Services, Manager of Research, Planning and Evaluation; Central Massachusetts Regional Manager; Health Benefits Manager; MAXIMUS 1992 – 1996
- Massachusetts Child Support Enforcement Conversion Project, Billerica, Massachusetts, 1989 – 1991, Interstate Child Support Enforcement Supervisor

Education

- Bachelor of Arts (B.A.), Economics, Management, Boston College, Chestnut Hill, Massachusetts, 1987

Certifications/Licenses/Special Skills

- CEO's Award for Excellence, MAXIMUS, Inc., 1998
- Project Management Certification Program, International Institute for Learning, 1999
- Montana HealthChoices – Implementation and Quality Review, 1998
- New York Medicaid CHOICE – HCFA/CMS Readiness Review Team, 1998
- Connecticut Children's Health Project – Project Implementation, 1996
- Nebraska Health Connection – Project Implementation Team, 1996

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DEBORAH SORDEN
Account Executive

Qualifications

- More than 25 years of experience in the health and human services field, with more than 15 years in call center management for public programs
- Working knowledge of state Medicaid and CHIP programs as well as the individual managed care Medicaid programs
- Call center development and implementation
- Project administration
- Contract management and negotiation
- Project and process management
- Health and human services programs, including Medicaid and CHIP
- Employee communications and policy development
- Government client relations
- Strategic planning and execution
- Customer service center development and implementation
- Community outreach and education
- Quality assurance management
- ISO 9001:2008 Certification for the project's Quality Management System (QMS)
- Staff management, training, and development
- Accounting/finance management
- Operations management
- Business process review and improvement
- Call center systems operations oversight

Experience

Vice President of Operations, MAXIMUS, Healthy Louisiana, Atlanta, Georgia

2011 – Present

Provides implementation oversight and continues to provide strategic leadership for the ongoing operation of the Healthy Louisiana enrollment and call center. Louisiana initially transitioned 900,000 Medicaid members into five statewide managed care organizations. Subsequently MAXIMUS has partnered with Louisiana to transition the Behavioral Health, HCBS, Chisholm, and other previously excluded populations, into the managed care program. MAXIMUS is currently assisting the state with their Medicaid Expansion program.

Executive Officer, MAXIMUS, New Hampshire Medicaid Care Management Program, Atlanta, Georgia

2012 – 2017

Provided oversight and leadership for the day-to-day operation of the New Hampshire Medicaid Care Management enrollment and call center. New Hampshire has transitioned traditional fee-for-service recipients into a managed care program. MAXIMUS team members also assist New Hampshire residents to enroll into the Health Insurance Premium Program (HIPP) and Market Place Premium Assistance Program (PAP), for expansion adults.

**Executive Officer, MAXIMUS, Georgia Families Project,
Atlanta, Georgia****2005 – Present**

- Provided oversight and leadership for day-to-day management and operation of our Georgia Families enrollment and call center, which transitioned more than 1.2 million Medicaid members into managed care programs. The project includes a 100+ seat call center capable of handling up to 8,000 calls a day and provides extensive community outreach services
- Played an integral role in the implementation of the Georgia Families call center, and has since led the project to successfully achieve Center of Excellence Certification via Purdue University Center of Excellence, as well as ISO 9001:2008 Certification for the project's QMS

**Project Director, MAXIMUS, South Carolina Healthy Connections Choices
Project, Atlanta, Georgia****2007 – 2011**

- Managed oversight and leadership for the leveraged management team members that provided services to the SCHCC project
- Leveraged staff provided services in the areas of contract management, accounting, human capital, training and quality assurance, and call center operations. Participated in calls and meetings with South Carolina Department of Health and Human Services (DHHS) as appropriate to direct the leveraged staff

**Deputy Project Manager, MAXIMUS, New Jersey Health Benefits
Coordinator, West Windsor, New Jersey****2000 – 2005**

- Responsible for all areas of customer service management for this project, including operations process flow, staff training and development, information technology, contract management, and project finance. Under this contract, MAXIMUS served as the Medicaid enrollment broker and eligibility determination contractor for the State of New Jersey
- Provided leadership for all customer service center activities. The center included an IVR system, WFM, Automated Call Tracking, and Call Recording for quality assurance purposes, and it answered more than six million calls over the contract term

**Chief Operating Officer/Vice President Administration, AtlantiCare Health Services,
Atlantic City, New Jersey****1998 – 1999**

- Provided strategic leadership for a \$6 million outpatient business unit consisting of 7 physician practices including the hospital clinic network, 6 administrative departments, and 150 staff members
- Responsible for all areas of the business including strategic planning, business development, finance, marketing, billing, and information technology

**Director of Operations, AtlantiCare Health Services, Ambulatory Services
Atlantic City, New Jersey****1996 – 1998**

- Managed the day-to-day operations of seven physician practices and six administrative departments with operation budgets of more than \$6 million
- Oversaw team of 26 physicians, 10 middle managers, and 150 staff members

- Utilized quality improvement concepts to identify and reengineer processes to increase effectiveness and acted as liaison with internal and external customers and community members to ensure success of organization

**Director of Managed Medicaid, AtlantiCare Health Plans,
Atlantic City, Jersey**

1994 – 1996

- Led a team in development of an HMO insurance product for Medicaid clients
- Responsible for the creation, marketing, sales, and financial viability of this new insurance product
- Designed and developed product handbook and sales training manuals to achieve marketing and sales objectives for the Managed Medicaid Insurance product
- Responsible for developing strategies and educational campaigns to assist traditional fee-for-service customers' conversion to managed care plans
- Had extensive interaction with community leaders, governmental agencies, social service, and community-based organizations

Education

- Bachelor of Science (B.S.), Accounting, Delaware State University, Summa Cum Laude, 1974

Certifications/Licenses/Special Skills

- CEO's Award for Excellence, MAXIMUS, Inc.
- Member MAXIMUS Foundation Board of Directors
- Six-Sigma Green Belt

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SAMUEL M. LOEWNER, PMP

Implementation Manager

Qualifications

- Certified Project Management Professional (PMP) who has successfully led and/or supported implementation teams starting up 10 major Medicaid Enrollment Broker and Health Insurance Exchange projects
- Managed transition staff, developed client and stakeholder relationships, oversaw system and telephony infrastructure builds, recruited and hired staff, and developed project-specific policies and procedures
- Transformed IT/telephony system to support phone applications and renewals, added toll-free numbers, and developed new IVR to direct callers to the appropriate staff
- Developed training and quality materials to ensure that staff was prepared to take phone application and renewal calls in line with State expectations
- Researched and tested viability of new technologies for implementation in call centers, including systematic text messaging and smartphone portals

Experience

Senior Project Manager, MAXIMUS, Reston, Virginia

2014 – Present

- Engages with clients to report on progress, refine scope, and define requirements for call center operations
- Facilitates weekly workgroups with external stakeholders to design the customer service center for a Health Insurance Exchange
- Manages teams of analysts to define requirements and lead service delivery for projects ranging from \$1 million to \$80 million for call centers/customer service centers in West Virginia, Arkansas, Massachusetts, whose scope and complexity were similar to LA EB
- Responsible for developing and writing five amendments totaling over \$15 million to flagship contracts
- Collaborates with diverse teams for 10 major state Medicaid Enrollment Broker and Health Insurance Exchange proposals and deployments, including the development of contact center volumes and related labor cost forecasts

Online Solutions Specialist, MAXIMUS, Reston, Virginia

2011 –2013

- Architected integration of communications technologies (for example, web chat, co-browsing, social media, secure messaging) and enterprise software such as CRM Systems
- Designed and managed concurrent research and development initiatives to test efficacy of new technologies in call centers, including systematic text messaging and smartphone portals in MAXIMUS call centers

- Worked closely with the MAXIMUS Center for Health Literacy to promote the use of consumer-facing technologies that are appropriate for low-income and low-literacy audiences

eCampaign Project Manager, National Republican Congressional Committee, Washington, DC

2010 –2011

- Managed implementation of digital strategies for online tools such as Facebook, Twitter, YouTube, and blogs on behalf of the committee
- Maintained ties with multiple vendors and organizations similar to the need to interact with multiple State Departments, in order to maximize efficiency of internet tools for the committee
- Provided editorial oversight for website and email content

Lead Researcher, International Center for the Study of Terrorism, University Park, Pennsylvania

2010 – 2010

- Served as the leader of five researchers who were responsible for coding and analyzing data reported on Irish Republican Army bombings
- Strategized best practices in order to improve methods for quantitative reporting to government entities
- Used strong detail orientation to assure accuracy of data for the US Office of Naval Research and the University

Education

- Bachelor of Arts (B.A.), Political Science, Minors: Communication Arts & Sciences and Dispute Management & Resolution, Pennsylvania State University, University Park, Pennsylvania

Certifications/Licenses/Special Skills

- Project Management Professional, Project Management Institute, Earned Credential in October 2015, PMP # 1863397



KEITH BONNEY, PMP
Information Systems Manager

Qualifications

- More than twenty years of extensive software, systems engineering and integration experience
- Certified Project Management Professional (PMP), ITIL v3 certified, with an MBA degree
- Strong consulting and IT strategy skills demonstrated through successful systems and enterprise architecture and design initiatives spanning federal, state, local government clients and commercial markets
- Successfully implemented more than 20 complex, mission-critical enterprise business and financial software applications that integrate front and back office systems
- Knowledgeable in Software Development Lifecycle (SDLC)
- Business Process Modeling (BPM)
- Cloud storage/ Amazon Web Services (AWS)
- Enterprise Resource Planning (ERP, i.e., PeopleSoft, Oracle e-Business, SAP)
- Customer Resource Management (CRM)
- e-Commerce, electronic payment solutions
- Remedy Service Manager and JIRA
- Federal Enterprise Architecture Framework (FEAF) Unified Communications/ Capabilities (UC)
- Document Management and Imaging
- Workflow business rules engines with best practices automation
- Database-driven management information systems
- Quality Management and Quality Assurance
- Risk Management and Mitigation Strategies

Experience

System Project Manager, MAXIMUS, Inc. (Sub-contract: Apex Corp), Louisiana Department of Health (LDH) and the Illinois Healthcare and Family Services (HFS), Medicaid Enrollment Broker (EB) System (MAXeb)

2016 – Present

- Oversees and manages the Louisiana Department of Health (LDH), Medicaid Enrollment Broker (EB) System (MAXeb). The EB system supports entry of client selections for managed care organizations (MCOs or plans) and primary care providers (PCPs) or Primary Care Case Managers (PCCMs). EB manages the linkage between enrollee and MCO. System modules include Enrollment /Dis-Enrollments, Auto-Assignment, Transfers, and Rules Engine. System interfaces with the State's Medicaid Management Information System (MMIS) and handles daily file processing.
- Responsible for managing software upgrades, enhancements, bug fixes and all system infrastructure support for both systems:

- LDH system currently supports more than 1,500,000 members. Web portal: <https://www.myplan.healthy.la.gov/>
- HFS system currently supports more than 1,200,000 members. Web portal: <http://enrollhfs.illinois.gov/>

Project Manager, Exeter Government Services, Client: Food and Drug Administration (FDA), Center for Veterinary Medicine (CVM), Rockville, Maryland

2014 –2015

- Managed National Antimicrobial Resistance Monitoring System (NARMS) database project to develop custom Business Objects (SAP) reports using JAVA/J2EE running on Apache Web servers. Exported Access database to Oracle 11 to improve relational database robustness, simplify maintenance and query responsiveness. Business Intelligence (BI) / Data Warehouse utilized for national public health surveillance system to track changes in the antimicrobial susceptibility of certain enteric (intestinal) bacteria found in ill people (CDC), retail meats (FDA), and food animals (USDA) in the United States. The NARMS program helps protect public health care by providing information about emerging bacterial resistance, the ways in which resistance is spread, and how resistant infections differ from susceptible infections
- Served as Project Manager, Appian Business Process Modeling (BPM) software upgrade from 6.5 to 7.6
- Provided program management support, including status reporting on project metrics, such as Earned Value reporting using Deltek time tracking outputs
- Served as Administrator for MS SharePoint document deliverable repository

Client: Neustar, Sterling, Virginia

2014 –2014

- Project Manager (Design Phase), Implement WorkDay Human Capital Management software, Human Resource and Talent Management applications using Software as a Service (SaaS). Modules include: Benefits, Payroll, Time Tracking, Talent Management, and Reporting/Analytics. Interfaces development in JAVA and .NET

Client: DMI, Inc., Bethesda, Maryland

2014 –2014

- Analyzed Unified Communications (UC) proposal for Bid/No Bid decision

Project Manager (Associate), Booz Allen Hamilton, McLean, Virginia

2003 – 2014

Unified Communications/Capabilities (UC) Strategic Plan (2013 – 2014)

- Developed organizational UC Capabilities Strategic Plan focusing on Technology, Deployment, and Business Case
- Provided IT strategic business management support services in support of aligning strategic business goals with global portfolio of operating plans
- Documented BAH capabilities, developed SWOT (Strengths, Weaknesses, Opportunities and Threats), developed business case with staffing/cost estimates and potential revenue and drafted executive briefing
- Produced high-level roadmap with a timeline of key milestones, path forward, identified key stakeholders, and strategic planning options for executive decision making and governance
- Analyzed Amazon Web Services (AWS – Cloud) for potential utilization of shared service for UC applications

***I3MP (Installation, Information, Infrastructure, Modernization Program),
Army (2012 – 2013)***

- Project Manager for ENCORE II TO 22 - I3MP Army Transformation, responsible for deployment of a multivendor (Cisco & Avaya) UC Enterprise Session Controllers (ESCs) solution of eight (8) systems to four (4) sites. Coordination with Department of Defense (DoD), Pentagon, CONUS and Metro DC military and Defense Information Systems Agency (DISA) on un-classified NIPRNet networks on protocols, configurations, and cyber security
- Project Management tasks include developing and managing requirements, managing configurations, design architecture, site surveys, installation plans, integration of all equipment, installation on site, and test plans
- Other Project Management responsibilities include logistics planning, procurement management, resource management, risk log, risk issues, risk mitigation and schedule management, scope management, status reports, administration of subcontracts, property accountability, project financials, lessons learned, and client deliverable coordination

Information Technology Agency (DoD Army ITA) (2010 – 2012)

- Deputy Project Manager on Unified Communications (UC) program responsible for testing, training, and CONOPS development. Systems Engineering Subject Matter Expert (SME) for ITA's Transformation Program. Pilot installation of dual vendor (Avaya Aura® Communication Manager and Cisco UCS Manager) UC solution. Experience working with Routers & Switches, VOIP and UC related products i.e. voice mail, unified messaging, IVR, PBX systems, Unity Connection, Unified Contact Center Express, Jabber, and Tandberg video
- Evaluated UC as a Service (UCaaS) solutions regarding Quality of Service (QoS) with Session Border Controls, Collaboration, and Video Conferencing. End solution involves replacing over 40,000 handsets. Knowledge and experience with Department of Defense (DoD), Pentagon and Metro DC military un-classified NIPRNet networks and infrastructure, NetOps, phone, security and communication systems. Facilitated adaption to SIP, H.323, digital, and analog by extending conferencing, mobility, video, and collaborative applications
- Development of a Systems Engineering Framework (SEF) for the ITA Program Management Office's (PMO) portfolio that incorporated Best Practices into the Systems Engineering Center's operations. Worked with Enterprise Architecture (EA) group to develop the EA program, EA governance, and EA artifacts, such as, OV-1, while utilizing both business process management (BPM), and business process re-engineering (BPR). Intelligence, Surveillance, and Reconnaissance (ISR) experience with Unified Communications standards and protocols for audio, video and data utilized on COTS platforms. Design experience with the overall DoD and Army networks and enterprise architecture
- Worked closely with client IT PM's to fully document project requirements and operations, their scope and timing while managing relationships with stakeholders from Senior Leadership to process owners. Developed communications and training strategy while identifying related business activities, changes, and impacts. Collaboratively, with Lead Business Systems Analysts, developed rollout strategy to impacted stakeholders and change management areas to arbitrate project related problems when necessary

U.S. Department of Treasury (2009 – 2010)

- Quality Assurance and Test Manager on HRConnect Oracle/PeopleSoft 9.0 upgrade project

- Responsible for managing test activities of 4 person test team and tracking test results for a system with over 150,000 users
- Used the IBM Rational Clear Quest testing tool, the project encompassed over 1,200 test cases involving 24,000 customizations. Rational Robot automated testing tool with modification of JAVA scripts
- Project involved multiple test environments and numerous test phases including integration, regression, and user acceptance testing

Metropolitan Washington Airports Authority (MWAA) (2007 – 2009)

- Project Manager for DCA Parking System Project
- Responsible for managing project deliverables and subcontractor tasks. Task Lead for producing Enterprise Resource Planning (ERP) Statement of Work (SOW)
- Responsible for developing SOW for ERP procurement based on Business Process Re-engineering (BPR) and requirements definition project phases. Coordination of demonstration scripts and software evaluation phase. Mercury Test Suite administrator for over 2,000 system requirements. Coordinator for vendor selection resulting in winning bid from Oracle e-Business suite. Task Lead for Enterprise Resource Planning (ERP) Technical Planning
- Responsible for developing technical recommendations for ERP system. Areas of analysis include OS Platform, Database, Middleware, Network Infrastructure and Application Service Provider (ASP)/Cloud services and storage

Washington Metropolitan Area Transit Authority (WMATA) (2003 – 2007)

- Supported WMATA in varying capacities, including as Deputy Program Manager (also Functional Area Project Manager) during the Operation and Maintenance phase. Responsible for all financial and cost tracking aspects of the project. This included tracking all staff billing hours and subcontractor costs as well as invoicing. Functional Area Project Manager for the Maintenance and Materials Management System (MMMS) responsible for managing client expectations and supporting IBM (MRO) Maximo (5.2) Asset Management and Work Order software
- Test Manager for four major ERP modules: 1) PeopleSoft Financials, 2) PeopleSoft Human Resources, 3) Trapeze Bus and rail Scheduling, and 4) IBM (MRO) Maximo Supply Chain
- Developed test plans, test cases and test strategy for COTS package testing
- Coordinated Test Strategy with client and the team, executed test plans and documented test results
- Legacy data migration tools utilized Weblogic, XML and JAVA scripting to create metadata and facilitate data cleansing
- Developed Conference Room Pilot (CRP) strategy documents and coordinated CRP activities, which included mapping of transactions to unit tests
- Tools used include: Rational Requisite Pro – Requirements Management; Rational Clear Case – Configuration Management; Rational Clear Quest – Defect Tracking; Rational Test Manager – Test Management and Tracking; and Rational Robot – Automated Test scripts

Senior Technical Project Manager, America Online (AOL), Ashburn, Virginia

2001 – 2003

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| Program Manager, CardSystems, Inc., Chantilly, Virginia | 1999 – 2001 |
| Project Manager, Information Management Consultants, Inc., McLean, Virginia | 1996 – 1999 |
| COTR, U.S. Government Accountability Office (GAO), Washington, DC | 1992 –1996 |

Education

- Master in Business Administration (M.B.A.), Marketing, George Washington University, 1990
- Bachelor of Arts (B.A.), Communications, American University, 1982

Certifications/Licenses/Special Skills

- Project Management Professional (PMP) – 2006*, #461255 (recertifying)
- ITIL v3 - 2011
- Agile Methodology
- Amazon Web Services (AWS)
- IBM (MRO) Maximo 6
- Rational Test Manager
- Oracle/PeopleSoft GL & HR/HCM

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TADARRIO L. MARSHALL
Systems Analyst

Qualifications

- Holds a Master of Business Administration and a Bachelor of Science in Business Administration with Double Major in General Management and Human Resource Management
- 10 years of experience as business systems analyst
- Demonstrated business and technical acuity in developing recommendations and enhancements for the production database
- Knowledgeable in test case and test data development for training purposes
- In-depth project understanding for making project website modifications

Experience

Analyst, MAXIMUS, Healthy Louisiana Enrollment Broker, Atlanta, Georgia

2007 – Present

- Monitors and maintains the production database for accuracy
- Identifies and makes recommendations for enhancements to the production database
- Develops relationships with internal and external clients
- Maintains and make changes to the program's website
- Provides database technical support for internal and external clients
- Provides hardware and software support for internal clients
- Prepares test cases and test data for training department
- Produces and generates reports in accordance with a set schedule and ad-hoc basis for the state and project management staff
- Performs other duties as assigned by management

Lead Enrollment Processor/Counselor, MAXIMUS, Georgia Families, Atlanta, Georgia

2005 – 2007

- Coordinated unit call center operations and related unit call center activities
- Monitored the performance of Counselors and Processors and provided feedback and education to staff to improve performance
- Ensured individual and unit service level standards are met, or exceeded, staff members are appropriately trained, and processes are working to support customer needs
- Provided daily performance reports to the Enrollment Supervisor
- Ensured that imaging and mailing equipment are functioning properly
- Raised issues of concern and/or problems to the attention of the Enrollment Supervisor
- Performed other duties as assigned by management

**Lead Establishment Specialist, MAXIMUS, Child Support Enforcement,
Chattanooga, Tennessee/Atlanta, Georgia****2003 – 2005**

- Interviewed appropriate parties to obtain information used to establish paternity and orders
- Assessed cases to determine appropriate action
- Prepared cases and the necessary legal documents for review and approval
- Reviewed and approved legal referrals and other casework from specialists for accuracy and completeness
- Maintained confidentiality and security of case information
- Performed other duties as may be assigned by management

Supervisor, Newroads South, Chattanooga, Tennessee**2001 – 2003**

- Supervised 15-30 associates depending on season
- Developed, defined, and implemented productivity standards
- Provided daily performance and merchandise reports to management
- Conducted time studies on associates
- Monitored, observed, and conducted random audits of all job functions
- Monitored programs for effectiveness and recommend improvements as necessary
- Daily interaction with each associate to communicate changes, feedback, productivity, quality and attendance

Education

- Master of Business Administration (M.B.A.), General Management, University of Tennessee at Chattanooga
- Bachelor of Science (B.S.), Business Administration, University of Tennessee at Chattanooga
 - Double Major: General Management and Human Resource Management

Certifications/Licenses/Special Skills

- Avaya ACD
- IVR
- NICE IEX
- Microsoft Office Suite
- Visio
- TelStrat



TERA WHITE
Finance Manager

Qualifications

- Holds a Master of Accounting and Finance, a Master of Business Administration (M.B.A.), and a Bachelor of Science in Accounting
- 17 years of progressive finance and accounting experience with proven track record in directing and maintaining process improvement efforts in accounting operations
- Demonstrated ability to reorganize/reengineer processes and procedures to increase efficiency, accuracy, and strengthen internal control
- Strengths include identifying productivity increases, excellent research, technical and analytical skills, as well as exceptional written and verbal communication skills
- Completed Six Sigma green belt training

Experience

Accounting Manager, MAXIMUS, Healthy Louisiana and Georgia Families, Atlanta, Georgia **2005 – Present**

- Manages the accounting operations for multiple state contracts
- Manages the month-end close process to meet deadlines and deliverables including development of monthly close checklist, monthly close calendar, and flowchart of the month-end close cycle
- Provides financial analysis to support project growth and business development initiatives
- Reviews and approves month-end standard and non-standard journal entries, accruals, inter-company, and all other necessary entries to properly record transactions in the general ledger according to Generally Accepted Accounting Principles (GAAP)
- Ensures accurate and timely submission of all month-end close activities
- Oversees maintenance of budgeting and forecasting modeling tools for project field operations
- Coordinates annual capital plans for the technology project field operations
- Leads the annual operating plan, budget and any other financial strategic planning initiatives
- Ensures adequate internal controls are established and maintained for project operations
- Interviews and hires candidates to build Project Operations Finance team
- Coaches, mentors, and trains project operations on all corporate finance policies and procedures
- Develops all financial policies and procedures to ensure Corporate Compliance with Sarbanes-Oxley
- Communicates with cross functional project management staff to ensure seamless implementation of all project budgets for any new work

- Hires, trains, coaches, counsels and evaluates performance of direct reports for the Finance team
- Developed the month-end close reporting process for field operations
- Assisted with startup implementation for both projects
- Identified inefficiencies in critical financial reporting processes
- Documents key processes and procedures to better obtain departmental efficiencies
- Identified as key financial support to assist corporate Pricing team on new business

**Finance Director, Affiliated Computer Services, Inc.,
Atlanta, Georgia**

2003 – 2005

- Coordinated timely reporting to the Controller and Director of Accounting with regard to month-end close, project specific run rate analyses, audit preparation, budgets and forecasts
- Supervised and developed four accountants responsible for property accounting
- Reviewed and approved month-end standard and non-standard journal entries, accruals, inter-company, and all other necessary entries to properly record transactions in the general ledger
- Developed and implemented accounting processes and documented investor specific accounting requirements on an ongoing basis
- Conducted technical research for complex revenue recognition transactions for newly acquired projects to ensure revenue was accurately recorded in compliance with GAAP
- Developed solid, productive relationships with project management and finance teams and managed their performance in regards to monthly close, budgeting and forecasting inquiries
- Coordinated, reviewed, and supported all project audits and tax preparation (Ernst & Young) for entities
- Attended quarterly on-site property management meetings for the purpose of ensuring accounting issues were effectively communicated and resolved
- Effectively transitioned all accounting functions for a newly acquired business entities
- Developed and documented key processes and procedures and created an infrastructure for month-end close

**Accounting Supervisor, Lend Lease Real Estate Investments,
Atlanta, Georgia**

2000 – 2003

- Reviewed monthly reporting for a separate account multi-family apartment portfolio with combined wholly-owned assets of over \$110 million (10 apartments) and an office portfolio with combined assets of over \$1.9 billion and 20 properties
- Supervised and developed two accountants and one analysts within the portfolio operations group
- Reviewed accounting of properties on a monthly basis
- Prepared monthly income statement variance explanations compared to budget
- Reviewed monthly, quarterly, and annual financial statements and other reports required by investors, investment managers, and portfolio manager

- Reviewed quarterly outside consulting report which includes specific property performance and cash flow information
- Analyzed and reviewed property budgets, acquisitions, and dispositions to ensure reasonableness and compliance with accounting policies
- Prepared financial statements and footnotes for use by external auditors and tax firms. Prepared and analyzed property and portfolio level rates of return for client reporting
- Calculated and provided analysis of internal rate of returns for use by the client and senior management
- Conducted repeated due diligence on major acquisitions and dispositions of properties/joint ventures

Accounting Supervisor, Augusta Chronicle, Atlanta, Georgia**2000 – 2000**

- Supervised and developed one GL accountant and one AP clerk within the accounting group
- Reviewed month-end standard and non-standard journal entries, accruals and inter-company transactions
- Reviewed and approved AP invoices
- Reviewed and approved all commissions paid out to Sales team
- Prepared monthly/quarterly financial statements to present to senior management
- Developed key month-end close process and procedures

Senior Accountant, Centennial Healthcare, Atlanta, Georgia**1998 – 2000**

- Responsible for general accounting functions of seven nursing home facilities
- Responsible for preparing the GL journal entries for month-end close
- Conducted bank reconciliations of nursing home facilities
- Conducted reconciliations of balance sheet and liability accounts
- Responsible for proper accounting of revenue and fixed assets for properties

Education

- Master of Accounting & Finance, Keller Graduate School of Management, Atlanta, Georgia, 2012
- Master of Business Administration (M.B.A.), Accounting, Keller Graduate School of Management, Atlanta, Georgia, 2003
- Bachelor of Science (B.S), Accounting, Alabama State University, Montgomery, Alabama, 1996

Certifications/Licenses/Special Skills

- Six Sigma – Completed green belt training

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AHAMED MUKTHAR

Senior Business Analyst

Qualifications

- More than six years of professional experience as a Business Analyst with solid understanding of business requirements gathering, business process flow, and business analysis
- Expertise in preparing Business Requirements Documents (BRDs), Epics, User Stories, Use Case Specifications and Functional Specifications Document (FSD)
- Strong analysis skills using GAP, SWOT, and cost benefit analysis models
- Authored “As is–To be” documents for process re-engineering projects for functional requirement
- Experience in techniques with Unified Modeling Language (UML) using Flow charts, Use Cases, Class diagrams, Sequence diagrams, Activity diagrams to extract business process flows and workflows

Experience

Senior Business Analyst, MAXIMUS, Atlanta, Georgia

2017 – Present

- Develops relationships with internal and external clients
- Checks the accuracy for the daily, weekly, and monthly reports
- Produces and generates reports in accordance with a set schedule and ad-hoc basis
- Performs GAP analysis, SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis and cost benefit analysis

Senior Business Analyst, Equifax, Alpharetta, Georgia

2016 – 2017

- Actively participated in all stages of the software development life cycle (SDLC) including waterfall and Agile methodology in large application development projects
- Gathered requirements through one-on-one interviews, group interviews, and JAD sessions
- Worked extensively in conducting GAP analysis, SWOT analysis, and cost benefit analysis
- Created design documents such as process flow diagrams, Mock ups using MS Visio and Balsamiq
- Worked on SQL query to retrieve data from SQL Server databases
- Worked in cloud environment, including SaaS and updated data mapping documents
- Worked with defect tracking tools, including JIRA and Quality Center
- Created Test Cases with the assistance of QA Lead
- Involved in generating test cases and test scripts and resolving User Acceptance Testing (UAT) issues by communicating with QA team
- Strong experience in manual testing of applications and knowledge of Win Runner and QTP

| | |
|--|--------------------|
| Business Analyst, PSCU, Saint Petersburg, Florida | 2015 – 2016 |
| Business Analyst, Region Bank, Tampa, Florida | 2014 – 2015 |
| Business Analyst, Bank of America, Agoura Hills, California | 2012 – 2013 |
| Business Analyst, Bank of the West, Los Angeles, California | 2011 – 2012 |

Education

- Business Administration, Staffordshire University, England, 2006

Certifications/Licenses/Special Skills

- Best Evaluator Speaker at Toastmaster
- Best Speaker at Toastmaster
- Methodologies – Waterfall, UML, SDLC, Scrum
- Change Management Tools – Rational Requisite Pro, BluePrint, JIRA, Confluence
- MS Office – MS Project, MS Access, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, MS Outlook, Lotus notes
- Programming Languages – Structured Query Language (SQL), PL/SQL, SQL Server Query Studio
- Domain – Loan Origination (Mortgage), Point of Sale, Financial and Credit bureaus



OCTAVIUS O. ROBINSON

Quality Assurance/Training Manager

Qualifications

- Twenty years of experience as Training Manager/Instructor and four years of experience in Quality Assurance (QA)
- Certified training Instructor
- Team development
- Process improvements
- Customer service
- Training development and activities
- Facilitation
- Problem solving
- Development and feedback
- Communication

Experience

Quality Assurance/Training Supervisor, MAXIMUS, Healthy Louisiana and Georgia Families, Atlanta, Georgia

2013 – Present

- Conducts and oversees training and quality assurance for Georgia Families Enrollment Broker, Louisiana Renewal Assistance Program, Healthy Louisiana Enrollment Center, New Hampshire Medicaid Management and Access Health Connecticut
- Oversees all quality assurance and monitoring activities, and policy and procedures development
- Supervises the development of policies and procedures related to operational functions
- Oversees the development and delivery of training programs and materials through collaboration and communication with the training staff, management, and other program stakeholders
- Arranges staff training on a regular and ongoing basis, in coordination with the Operations and other managers, regarding enrollment practices or other areas associated with customer service and quality improvement
- Works closely with the MAXIMUS Center for Employee Development to ensure project-training program meets all corporate requirements in areas of quality improvement as it relates to customer service
- Establishes and maintains relationships with client and other organizations/agencies, as appropriate, to ensure the flow of information on a regular and ongoing basis
- Supervises and manages Quality Assurance and Training staff

Project Manager for Small Business Solutions, AT&T Mobility, Atlanta, Georgia

2010 – 2011

- Worked directly with Partnering Systems and Tools Release Managers in order to see business requirements written in preparation for reaching production and User Acceptance Testing
- Developed customer experience process flows in support of new or current processes

- Managed the Request for Learning Development from design to delivery with the Learning Services organization, writing new or editing methods and procedures from IT test scripts to publish content as well as driving change to the Customer Experience Guidelines
- Created, developed, and supported communications to provide information to the SBS Call Center

**Senior Training Manager/Instructor, AT&T Internet Services,
Atlanta, Georgia**

2004 – 2010

- Trained, developed, and evaluated new hire employees for Digital Subscriber Line (DSL) Billing, and Consumer Sales and Service, and U-Verse Groups within call centers
- Conducted recurrent training classes for existing employees
- Monitored, coached, and developed students in a "nesting" environment to ensure their performances were as expected and acceptable for reporting purposes
- Served as a subject matter expert for the center on processes and procedures
- Facilitated weekly meetings with the training department to ensure appropriate procedures

Onboard Leader/Flight Attendant, Delta Airlines, Atlanta, Georgia

1997 – 2004

- Provided new hire and recurrent training to the flight attendant population at the Delta Training facility for their annual recertification and review
- Trained, developed, and provided oversight of the work of the new hire flight attendants aboard the aircraft
- Attended preflight briefings on details of the flight
- Ensured that adequate supplies of refreshments and emergency equipment are on board
- Maintained safe conditions in the airplane cabin, taught passengers safety procedures, and assisted passengers during emergency situations

Education

- Master of Arts, Leadership, Shorter University, Atlanta, Georgia, 2008
- Bachelor of Arts (B.A.), Business Administration, Winston-Salem University, Winston-Salem, North Carolina, 1992



GWYNETH M. JOYNER
Human Capital Director

Qualifications

- 40 years of experience in Human Resources (HR) Administration
- Call Center Operations
- Customer Service Management
- Organizational Development and Training
- Strategic Planning and Execution
- Total Quality Management (TQM)
- Process/Project Management
- Employee Communication and Policy Development
- Performance Management
- Diversity Management
- CWA Union/Labor Relations and Contract Negotiations
- Employee Survey Administration

Experience

Human Capital (HC) Director, Georgia Families Project and Healthy Louisiana, MAXIMUS, Atlanta, Georgia

2005 – Present

- Provides assistance and guidance on strategic and HR operational issues to line management for multiple projects
- Participates in strategic leadership meetings to gain and offer insight on business and operational challenges
- Develops a thorough understanding of the business organization's needs and future direction in order to ensure business decisions take into account the people implications and minimize company exposure
- Under broad direction, provides specialized support for human resources related programs, policies, and initiatives
- Identifies, evaluates, and participates in human resource policy and program development in partnership with colleagues in HR, Legal, and Finance
- Proactively develops programs to positively affect morale and retention
- Advises and guides management in best practice performance management
- Coaches and advises supervisory staff on management techniques
- Counsels management on disciplinary actions ensuring consistency and adherence to policies

HR Support, Texas Integrated Eligibility Project, MAXIMUS, Austin, Texas

2005

- Assisted project HR Manager with the staffing and recruitment initiatives for the Integrated Eligibility Project transition and implementation

Human Resources Manager, New Jersey Health Benefits Coordinator, MAXIMUS, West Windsor, New Jersey

2002 – 2005

- Provided daily support to a 300 plus staffed organization

- Managed general development, administration, implementation, and coordination of HR and training activities within the New Jersey Project
- Revitalized the HR Department ensuring the appropriate application and administration of policies and practices impacting employment assessment/termination processing, training and legal compliance, compensation/benefits administration, employee orientation and payroll administration
- Evaluated recruitment activities and made appropriate modifications to meet project/staffing goals
- Achieved results through understanding and leveraging both the organizational and individual needs

**HR Support, California Healthy Families, MAXIMUS,
West Windsor, New Jersey**

2003

- Provided HR support during the 2003 Project Start Up recruitment and Job Fair initiative

Employee Relations Manager, Goldman Sachs, New York

1999 – 2002

Various Managerial Positions, AT& T, U.S. locations,

1969 – 1998

Education

- Master's Degree, Business Management, National-Louis University, McLean, Virginia, 1993
- Bachelor of Science (B.S.), Business Management, National-Louis University, McLean, Virginia, 1991



ALLISA GREENHILL
Human Capital Manager

Qualifications

- 17 years of human resources, management, and supervisory experience in supporting positions in Call Center Operations, Finance, Billing Operations and Facilities Administration
- Establishes credibility with diverse group by partnering with team to drive organizational change and growth
- Strong Human Resources management skills in recruiting, onboarding, retention, employee relations, and benefits coordination and administration
- Change agent developing process efficiencies and workflows
- Business development and competitive analysis
- Talent acquisition, organizational development, and training
- Performance manager developing teams and building bench strength
- Developing and administering project goals and bonus metrics
- Resolving conflicts and mediating problems
- Compensation administration
- Customer service management
- Employee communication and policy development
- Diversity management
- Employee survey administration

Experience

Human Capital Manager, MAXIMUS, Georgia Families Project, Healthy Louisiana, Access Health Connecticut, Chicago Illinois Enrollment/Eligibility, and New Hampshire Care Management, Atlanta, Georgia 2013 – Present

- Manages, guides, and performs various disciplines in the HR expertise while providing support to a group of 200 employees, engaging in staffing, recruitment, employee relations, benefits administration, policy administration, and regulatory compliance
- Partners with other project management staff and leadership on a broad array of business issues across the spectrum of HR disciplines providing creative solutions and effective support
- Provides expertise to various projects by building relationships and becoming a strategic business partner
- Provides support at the professional level for the implementation and administration of HR policies, procedures, and programs supporting various projects across the organization
- Establishes and executes internal procedures for a wide spectrum of complex HR issues and processes in alignment with organizational goals to ensure projects compliance with government regulations
- Stays informed of changes in governmental regulations and reviews procedures annually to maintain compliance

- Manages full cycle recruitment efforts, which include sourcing, selection, interviewing, on-boarding, conducting employee orientations, employee development, retention and off-boarding
- Manages and develops performance management processes by mentoring, coaching, and developing staff in support of succession planning
- Sets expectations and metrics with external and internal clients
- Provides positive and constructive feedback to staff
- Manages entire leave process of over 500 employees, including training staff on processes to ensure compliance with federal regulations
- Helps employees understand process and provide ongoing support throughout the leave period
- Provides quarterly statistical analysis tracking usage and compliance
- Serves as facilities manager, managing access system processes and overseeing and managing administrative operations to ensure: all team facility needs are met, facilities are in working order and physical security processes are established and correctly followed
- Provides oversight and support at the project level in administering the benefits program, keeping employees informed of criteria, eligibility, and changes to the plans
- Engages in all employee relations issues
- Helps stakeholders with process challenges by providing investigatory skills to resolve grievances and complaints
- Ensures compliance with fair employment practices across all projects to mitigate future claims

Supervisor – Administrative, MAXIMUS, Georgia Childcare and Parent Services Project (GACAPS), Atlanta, Georgia

2005 – 2013

- Managed the day-to-day operations of several units in the GACAPS project, providing direction, leadership, and guidance for departments and staff
- Served as subject matter expert on various subjects
- Groomed as project manager in support of succession planning activities
- Identified contract discrepancies in the SOW which resulted in additional monetary compensation for the project
- As Interim Operations Manager, developed unit strategic and operational goals to improve operational efficiencies, the execution of services, on-going quality improvements and cost saving initiatives
- Reduced monthly expenditures by 25% with cost savings methods
- Received CEO Award and featured in corporate newsletter for outstanding achievement
- Coached, developed, and managed small teams, provided oversight of the daily operational needs to assure all contract deliverables and key service requirements are met
- Provided oversight and leadership of the Project HC Department conducting recruitment/hiring, orientation, department reporting, payroll and benefits administration, and the processing of appropriate reports to maintain compliance with MAXIMUS policies, and state, local and federal guidelines
- Created and developed quarterly HR newsletter to provide ongoing communications
- Designed rewards and recognition program for staff to recognize outstanding performance on a quarterly basis

- Created project level policies and procedures to align with established corporate goals
- Utilized technological skills and served as project local IT support on minor computer and server issues

Business Manager, Advantage Staffing, Atlanta, Georgia**Aug 2004 – Jul 2005**

- Responsible for the overall office management
- Processed payroll, and analyzed and prepared weekly statistical data
- Researched accounts receivables and solved payment discrepancies within a 30-day timeframe
- Analyzed and reduced workers compensation and unemployment compensation claims by 15 percent by checking eligibility, researching validity of claims, and disputing false claims

Human Resources Assistant, The Wellness Plan, Atlanta, Georgia**Apr 2000 – Aug 2004**

- Managed the annual open enrollment processes
- Prepared weekly, monthly, quarterly and year-end reports
- Resolved problems concerning payroll, answered inquiries, and enforced payroll policies by maintaining employee withholdings and direct deposit information
- Served as HRMS/HRIS (HR database system) Administrator
- Performed billing reconciliation
- Monitored and processed leave request for employees and provided customer service to employees regarding benefits
- Administered COBRA and FMLA benefits
- Acted as Temporary Services Coordinator, responsible for recruiting and securing temporary employees

Education

- Master of Administration (M.B.A.) and Bachelor of Science (B.S), (dual degree program) Human Resources Management, Capella University, 2017

BOARD RESOLUTION

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

On the 29th day of June, 2018, at a meeting of the Board of Directors of MAXIMUS Health Services, Inc., an Indiana corporation, held in the City of Reston, County of Fairfax, Virginia, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize Adam Polatnick, Vice President, to negotiate at any time within 36 months from this date and on the terms and conditions that he may deem advisable, a contract or contracts with the Louisiana Department of Health and Hospitals, and to execute said documents on behalf of the corporation, and further we do by hereby give him the power and authority to do all things necessary to implement, maintain, amend or renew said documents.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of MAXIMUS Health Services, Inc.

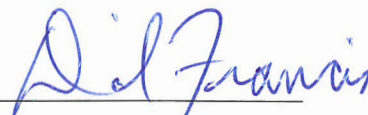
Held on the 29th day of June, 2018.

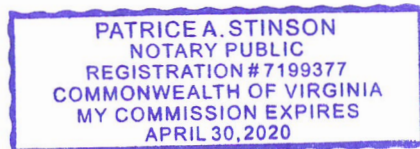
Subscribed and sworn before me, a notary Public

For the County of Fairfax, Commonwealth of Virginia,

On the 29th day of June, 2018.


Notary Signature


Secretary



Jay Dardenne
Secretary of State



DISCLOSURE OF OWNERSHIP
(R.S.12:25 E, 12:205 E and 12:304 A (11))

Enclose \$20 filing fee
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to: Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web Site: www.sos.louisiana.gov

State of State of Virginia Parish/County of Fairfax

BEFORE ME, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that:

MAXIMUS Health Services, Inc.
Corporation Name

is contracting with the state and listed below are the names and addresses of all persons or corporate entities who hold ownership interest of five percent or more in the corporation or who hold by proxy the voting power of five percent or more in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the name of the person for whom held, including stock held pursuant to a counter letter.

1. Persons or corporate entities owning 5% or more:

MAXIMUS, Inc. 1891 Metro Center Drive, Reston, Virginia 20190
Name

Name Address

Name Address

2. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name Address

Name Address

Name Address

3. Stock held for others and for whom held:

Name Address

For Whom Held Address

Name Address

For Whom Held Address

Name Address

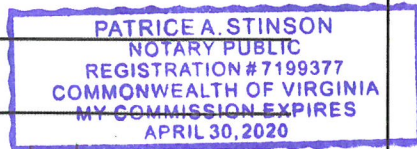
For Whom Held Address

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY#

Sworn to and subscribed before me, the undersigned Notary Public, on this date: 6/29/18

D. Francis
Corporation Representative

Patrice A. Stinson
Notary Signature





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

Exhibit 4

July 26, 2018

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

RE: LaGov# 2000353911
Justification for Out-of-State Contract

Dear Ms. Rice:

Please consider this letter as justification for an out-of-state contract with MAXIMUS Health Services, Inc. This contract will assist the Department by providing support services and furthering the general welfare of Louisiana Medicaid eligible citizens through choice counseling, enrollment and disenrollment into Medicaid's managed care program, consistent with federal and state Medicaid requirements. There is no in-state contractor that can provide these emergency services.

The contractor will not be in the state for more than 30 days.

If further information is needed, please contact Rebecca Harris at (225) 342-3002.

Sincerely,

A handwritten signature in cursive script that reads "Ali Bagbey".

Ali Bagbey
Medicaid Program Manager 1-A



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

Exhibit 5

July 26, 2018

Ms. Pamela Bartfay Rice, Esq
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

RE: LaGov# 2000353911
Justification for Multi-Year Contract

Dear Ms. Rice:

Please consider this justification for the Louisiana Department of Health to enter into a multi-year contract with Maximus Health Services, Inc. Funds for the first fiscal year of the contract are available and payment and performance for subsequent fiscal years shall be subject to the availability of funds.

This contract will assist the Department by providing support services and furthering the general welfare of Louisiana Medicaid eligible citizens through choice counseling, enrollment and disenrollment into Medicaid's managed care program, consistent with federal and state Medicaid requirements. The estimated requirements covering the period of the contract are reasonably firm and continuing and such a contract will serve the best interests of the State by encouraging effective competition or otherwise promoting economies in state procurement.

If further information is needed, please contact Rebecca Harris at (225) 342-3002.

Sincerely,

A handwritten signature in cursive script that reads "Ali Bagbey".

Ali Bagbey

Medicaid Program Manager 1-A